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*Representatives Julia Junge and Richard Junge*  
 14 *and the Class*

15  
 16 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
 17 **SAN FRANCISCO DIVISION**

18 JULIA JUNGE and RICHARD JUNGE, on  
 19 behalf of themselves and a class of similarly  
 20 situated investors,

21 Plaintiffs,

22 v.

23 GERON CORPORATION and JOHN A.  
 SCARLETT,

24 Defendants.

Case No. 3:20-cv-00547-WHA (DMR)

Class Action

(Consolidated with Case No. 3:20-cv-01163-WHA)

(Related to Case No. 3:20-cv-02823-WHA;  
 3:22-mc-80051-WHA)

**STIPULATION AND AGREEMENT OF SETTLEMENT**

Dept: Courtroom 12, 19th Floor  
 Judge: Hon. William H. Alsup

1 This Stipulation and Agreement of Settlement, dated as of September 2, 2022 (the  
2 “Stipulation”), is entered into between (a) Julia Junge and Richard Junge (“Lead Plaintiffs” or “Class  
3 Representatives”), on behalf of themselves and the plaintiff class certified by the Court (the “Class,”  
4 as defined in ¶1(h) below); and (b) defendants Geron Corporation (“Geron”) and Dr. John A. Scarlett  
5 (“Dr. Scarlett,” and together with Geron, “Defendants”), and embodies the terms and conditions of  
6 the settlement of the above-captioned action (the “Action”).<sup>1</sup> Subject to the approval of the Court  
7 and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally  
8 and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all  
9 Released Plaintiffs’ Claims (as defined below in ¶1(qq) against Defendants’ Released Parties (as  
10 defined below in ¶1(r).

11 WHEREAS:

12 A. Beginning on January 23, 2020, two related securities class actions brought on behalf  
13 of investors in Geron common stock were filed in the United States District Court for the Northern  
14 District of California (the “Court”). *See* ECF Nos. 1, 14 & 17.

15 B. On May 14, 2020, the Court entered an Order appointing Julia Junge and Richard  
16 Junge as Lead Plaintiffs pursuant to the Private Securities Litigation Reform Act of 1995,  
17 consolidating all related actions, and inviting applications for Lead Counsel. ECF No. 85.

18 C. On July 27, 2020, the Court entered an Order approving Lead Plaintiffs’ selection of  
19 Kaplan Fox & Kilsheimer LLP (“Kaplan Fox”) as Lead Counsel. ECF No. 89.

20 D. On August 20, 2020, Lead Plaintiffs filed a Consolidated Class Action Complaint  
21 For Violations of the Federal Securities Laws (“Consolidated Complaint”) against Geron and Dr.  
22 Scarlett. ECF No. 92.

23 E. On October 1, 2020, Defendants filed a motion to dismiss the Consolidated  
24 Complaint. ECF No. 97.

25 F. On October 12, 2020, the Court entered a Stipulation and Order that permitted the  
26 Lead Plaintiffs to submit a further amended complaint pursuant to Rule 15 of the Federal Rules of

27 \_\_\_\_\_  
28 <sup>1</sup> The Court’s docket reflects the case name as *Tollen v. Geron Corp. et al*, Case No. 3:20-cv-00547-  
WHA, which was amended by Lead Plaintiffs. ECF Nos. 92, 103.

1 Civil Procedure and set a briefing schedule for any motion(s) to dismiss in response thereto. ECF  
2 No. 102.

3 G. On October 22, 2020, Lead Plaintiffs filed the operative complaint in the Action, the  
4 Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (the  
5 “Amended Complaint”) against Geron and Dr. Scarlett. ECF No. 103. The Amended Complaint  
6 asserts claims against Geron and Dr. Scarlett under Section 10(b) of the Securities Exchange Act of  
7 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and against Dr. Scarlett under  
8 Section 20(a) of the Exchange Act. Among other things, the Amended Complaint alleges that,  
9 during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”),  
10 Defendants made materially false and misleading statements concerning the Company’s single drug  
11 in development, imetelstat, and the results of a Phase 2 clinical trial known as the IMbark study, and  
12 that Geron and certain Company insiders sold Geron common stock at inflated prices while in  
13 possession of material, non-public information concerning the results from the IMbark study. The  
14 Amended Complaint further alleges that Defendants’ misstatements caused the price of Geron  
15 common stock to be inflated during the Class Period and to decline when the alleged truth emerged  
16 though a corrective disclosure on September 27, 2018, resulting in financial losses to those who  
17 purchased Geron common stock at the allegedly inflated price.

18 H. On November 23, 2020, Defendants filed a motion to dismiss the Amended  
19 Complaint. ECF No. 105.

20 I. On December 10, 2020, Lead Plaintiffs filed their opposition to Defendants’ motion  
21 to dismiss the Amended Complaint. ECF No. 110.

22 J. On December 17, 2020, Defendants filed their reply in support of the motion to  
23 dismiss the Amended Complaint. ECF No. 117.

24 K. On February 8, 2021, the Court heard oral argument on Defendants’ motion to  
25 dismiss the Amended Complaint. ECF No. 120.

26 L. On April 12, 2021, the Court granted in part, and denied in part, Defendants’ motion  
27 to dismiss (the “April 12 Order”), sustaining certain claims against Defendants under Section 10(b)  
28

1 of the Exchange Act and the Section 20(a) control person claim under the Exchange Act against Dr.  
2 Scarlett. ECF No. 124.

3 M. On April 29, 2021, Lead Plaintiffs notified the Court that they elected to stand on  
4 the Amended Complaint and not file a further amendment in response to the April 12 Order. ECF  
5 No. 125.

6 N. On May 13, 2021, Defendants filed their Answer to the Amended Complaint. ECF  
7 No. 128.

8 O. On May 18, 2021, the Parties conducted their Fed. R. Civ. P. Rule 26 conference,  
9 after which discovery commenced in the Action. Lead Plaintiffs produced over 2,000 pages of  
10 documents to Defendants, and Defendants and third parties produced more than 426,000 pages of  
11 documents (not including pages produced in native format, *e.g.*, PowerPoint and Microsoft Excel  
12 files) to Lead Plaintiffs. Lead Plaintiffs deposed 11 fact or expert witnesses and Defendants deposed  
13 both of the Lead Plaintiffs and Lead Plaintiffs' class certification expert.

14 P. On August 26, 2021, the Court held an Initial Case Management Conference. ECF  
15 No. 140.

16 Q. On August 27, 2021, the Court entered a Case Management Order (the "Initial  
17 Scheduling Order"), which set the initial trial schedule for the Action. ECF No. 139.

18 R. On September 30, 2021, Lead Plaintiffs filed a motion for class certification. ECF  
19 No. 141. Between then and November 4, 2021, the parties produced documents, deposed each  
20 other's experts on class certification issues, Defendants deposed the Lead Plaintiffs, Defendants  
21 filed their opposition brief, and Lead Plaintiffs filed their reply brief.

22 S. Following full briefing on the class certification motion, on April 2, 2022, the Court  
23 issued an Order certifying the Class (as defined in ¶1(h) below), appointing Lead Plaintiffs Julia  
24 Junge and Richard Junge as Class Representatives for the certified Class, and appointing Lead  
25 Counsel Kaplan Fox as Class Counsel for the certified Class. ECF No. 206.

26 T. On May 3, 2022, the Court approved, with additional provisions, the Parties'  
27 stipulation and proposed order regarding dissemination of notice to potential Class Members  
28 (defined below as the "Original Class Notice") to notify them of, among other things: (i) the Action

1 pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action  
2 on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of  
3 remaining in the Class or requesting exclusion, and the requirements for requesting exclusion (the  
4 “Notice Order”). ECF No. 221; *see also* ECF No. 216.

5 U. Pursuant to the Notice Order, the Original Class Notice provided Class Members  
6 with the opportunity to request exclusion from the Class, explained that right, and set forth the  
7 deadline and procedures for doing so. The Original Class Notice stated that it would be within the  
8 Court’s discretion whether to permit Class Members a second opportunity to request exclusion from  
9 the Class if the Action were resolved by a settlement. The Original Class Notice also informed  
10 Class Members that if they chose to remain a member of the Class, they would “be bound by any  
11 judgment or settlement, whether favorable or unfavorable, in this Action.”

12 V. The deadline for requesting exclusion from the Class pursuant to the Original Class  
13 Notice was July 22, 2022. The administrator appointed to complete the Original Class Notice, Epiq  
14 Class Action and Claims Solutions, Inc. (“Epiq”), provided an affidavit indicating that a total of 78  
15 individuals had requested exclusion from the Class (ECF No. 244-1 at 6), and subsequently notified  
16 the Parties that three additional persons had submitted late requests for exclusion from the Class. A  
17 list of the persons and entities who have requested exclusion from the Class pursuant to the Original  
18 Class Notice is attached hereto as Appendix 1.

19 W. On April 28, 2022, the Court entered the Joint Stipulation and Order Requesting  
20 Referral to Magistrate Judge for Settlement Conference. ECF No. 218.

21 X. On April 29, 2022, the Court referred the Parties to Magistrate Judge Donna M. Ryu  
22 (“Judge Ryu”) for purposes of overseeing mediation/settlement discussions between the Parties.

23 Y. On May 2, 2022, Judge Ryu issued a notice convening a pre-settlement conference  
24 call on May 4, 2022, to discuss timing and preparation for a settlement conference. ECF No. 219.  
25 On May 2, 2022, Judge Ryu also issued a Notice of Settlement and Settlement Conference Order,  
26 setting a Zoom settlement conference for May 31, 2022. ECF No. 220.

27 Z. On May 31, 2022, the Parties held a settlement conference session, via Zoom, which  
28 was also attended by Geron’s insurance carriers, but did not reach an agreement to settle the Action.

1 AA. Following the May 31, 2022, settlement conference with Judge Ryu, the Parties  
2 continued their discussions for several weeks but were unable to reach an agreement to settle the  
3 Action. During this period, the Parties continued to prepare to submit opening expert reports. Lead  
4 Plaintiffs also continued to pursue discovery from non-party Janssen Biotech, Inc. (“Janssen”), as  
5 documented during a July 14, 2022, Status Conference with the Court.

6 BB. On July 20, 2022, the Parties participated in a call with Judge Ryu concerning the  
7 status of potential settlement discussions, and also had scheduled a second settlement conference,  
8 via Zoom, with Judge Ryu on August 12, 2022. ECF Nos. 233 & 236.

9 CC. During the August 12, 2022 settlement conference supervised by Judge Ryu, which  
10 was, again, also attended by Geron’s insurance carriers, the Parties reached an agreement in  
11 principle to settle the Action that was subsequently memorialized in a term sheet (the “Term Sheet”)  
12 executed on August 19, 2022. The Term Sheet sets forth, among other things, the Parties’ agreement  
13 to settle and release all claims against Defendants’ Released Parties in return for a payment of \$24  
14 million, to be paid by Defendants and/or their insurers, consisting of \$17,000,000 in cash for the  
15 benefit of the Class, plus \$7,000,000 in Settlement Stock (as defined below in ¶1(z)) and/or cash  
16 at Geron’s option, subject to certain terms and conditions and the execution of a customary “long  
17 form” stipulation and agreement of settlement and related papers.

18 DD. This Stipulation (together with the exhibits hereto) reflects the final and binding  
19 agreement between the Parties and supersedes the Term Sheet.

20 EE. Based upon their investigation, prosecution, and mediation of the Action, Lead  
21 Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair,  
22 reasonable and adequate to Lead Plaintiffs and the other members of the Class, and in their best  
23 interests. Based on Lead Plaintiffs’ direct oversight of the prosecution of this Action and with the  
24 advice of Class Counsel, Lead Plaintiffs have agreed to settle and release the Released Plaintiffs’  
25 Claims pursuant to the terms and provisions of this Stipulation, after considering, among other  
26 things: (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Class  
27 will receive under the proposed Settlement; and (b) the significant risks and costs of continued  
28 litigation and trial.

1 FF. This Stipulation constitutes a compromise of all matters that are in dispute between  
2 the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden,  
3 and expense of further protracted litigation. Defendants deny any wrongdoing, and this Stipulation  
4 shall in no event be construed or deemed to be evidence of or an admission or concession on the  
5 part of Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or  
6 damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted.  
7 Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and  
8 expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever.  
9 Defendants have asserted and continue to assert that their conduct was at all times proper and in  
10 compliance with all applicable provisions of law, and they believe that the evidence developed to  
11 date supports their position that they acted properly at all times and that the Action is without merit.  
12 Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission  
13 or concession on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the  
14 Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

15 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead  
16 Plaintiffs (individually and on behalf of all other members of the Class) and Defendants, by and  
17 through their respective undersigned attorneys and subject to the approval of the Court pursuant to  
18 Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to  
19 the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendants' Released  
20 Parties and all Released Defendants' Claims as against the Plaintiffs' Released Parties shall be  
21 settled and released, upon and subject to the terms and conditions set forth below.

### 22 **DEFINITIONS**

23 1. As used in this Stipulation and any exhibits attached hereto and made a part hereof,  
24 The following capitalized terms shall have the following meanings:

25 (a) "Action" means the consolidated securities class action entitled *Julia Junge*  
26 *and Richard Junge v. Geron Corp. and John A. Scarlett*, Case No. 20-cv-00547-WHA (N.D. Cal.).  
27  
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1 (b) “Amended Complaint” or “Complaint” means the Amended Consolidated  
2 Class Action Complaint for Violations of the Federal Securities Laws filed by Lead Plaintiffs in the  
3 Action on October 22, 2020. ECF No. 103.

4 (c) “Authorized Claimant” means a Class Member who submits a Claim to the  
5 Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

6 (d) “Claim” means a paper claim submitted on a Proof of Claim Form or an  
7 electronic claim that is submitted to the Claims Administrator.

8 (e) “Claim Form” or “Proof of Claim Form” means the form, substantially in the  
9 form attached hereto as Exhibit A-2, that a Claimant must complete and submit should that Claimant  
10 seek to share in a distribution of the Net Settlement Fund.

11 (f) “Claimant” means a person or entity who or which submits a Claim to the  
12 Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

13 (g) “Claims Administrator” means the administrator, Epiq Class Action &  
14 Claims Solutions, Inc. (“Epiq”), retained by Lead Counsel on behalf of the Class and to be approved  
15 by the Court, to provide all notices approved by the Court to potential Class Members and to  
16 administer the Settlement.

17 (h) “Class” means the class certified in the Court’s Order on Motion for Class  
18 Certification dated April 2, 2022. ECF No. 206. Specifically, the Class includes all persons who  
19 purchased Geron common stock during the period from March 19, 2018, to September 26, 2018,  
20 inclusive, and who were damaged thereby. Excluded from the Class by definition are the  
21 Defendants, directors and officers of Geron, and their Families and affiliates. Also excluded from  
22 the Class are: (i) the persons and entities who excluded themselves by submitting a request for  
23 exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class has  
24 been accepted by the Court, in connection with the Original Class Notice (as set forth on Appendix  
25 1 hereto); and (ii) any persons or entities who exclude themselves by submitting a request for  
26 exclusion in connection with the Settlement Notice.

27 (i) “Class Counsel” means Kaplan Fox & Kilsheimer, LLP.  
28



1 (j) “Class Distribution Order” means an order entered by the Court authorizing  
2 and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized  
3 Claimants.

4 (k) “Class Member” means each person and entity who or which is a member of  
5 the Class as defined in Paragraph 1(h).

6 (l) “Class Notice” means the Original Class Notice.

7 (m) “Class Period” means the period from March 19, 2018, to September 26,  
8 2018, inclusive.

9 (n) “Class Representatives” means Julia Junge and Richard Junge.

10 (o) “Court” means the United States District Court for the Northern District of  
11 California.

12 (p) “Defendants” means Geron and Dr. John A. Scarlett.

13 (q) “Defendants’ Counsel” means Cooley LLP.

14 (r) “Defendants’ Released Parties” means Defendants and their Related Parties.

15 (s) “Effective Date” with respect to the Settlement means the first date by which  
16 all of the events and conditions specified in ¶33 of this Stipulation have been met and have occurred  
17 or have been waived.

18 (t) “Escrow Account” means an account maintained at Truist Bank, wherein the  
19 Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

20 (u) “Escrow Agent” means Truist Bank, a North Carolina banking corporation.

21 (v) “Escrow Agreement” means the agreement between Lead Counsel and the  
22 Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow  
23 Account.

24 (w) “Family” or “Families” mean spouses, children, parents, siblings, brothers-  
25 in-law, and sisters-in-law. As used in this definition, “spouses” shall mean a husband, a wife, or a  
26 partner in a state recognized domestic relationship or civil union.

27 (x) “Final,” with respect to the Judgment means when the last of the following  
28 shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Rule

1 59(e) of the Federal Rules of Civil Procedure without any such motion having been filed; (ii) if no  
2 appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the  
3 Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the Judgment; or (iii) if a  
4 motion to alter or amend the Judgment is filed or if there is an appeal from the Judgment, (a) the  
5 date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or  
6 otherwise, or (b) the date the Judgment is finally affirmed on an appeal, the expiration of the time  
7 to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari  
8 or other form of review, and, if certiorari or other form of review is granted, the date of final  
9 affirmance following review pursuant to that grant. However, any appeal or proceeding seeking  
10 subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees,  
11 costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently  
12 modified), shall not in any way delay or preclude the Judgment from becoming Final.

13 (y) "Geron" or the "Company" means Geron Corporation and its successors and  
14 assigns.

15 (z) "Geron Common Stock" shall mean Geron common stock that is publicly  
16 traded on a national securities exchange.

17 (aa) "Judgment" means the final judgment, substantially in the form attached  
18 hereto as Exhibit B, to be entered by the Court approving the Settlement.

19 (bb) "Lead Counsel" means the law firm of Kaplan Fox & Kilsheimer LLP.

20 (cc) "Lead Plaintiffs" means Julia Junge and Richard Junge.

21 (dd) "Litigation Expenses" means costs and expenses incurred in connection with  
22 commencing, prosecuting, and settling the Action (which may include the costs and expenses of  
23 Lead Plaintiffs directly related to its representation of the Class), for which Lead Counsel intends to  
24 apply to the Court for payment or reimbursement from the Settlement Fund.

25 (ee) "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes; (ii)  
26 any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any  
27 attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court.  
28

1 (ff) “Notice and Administration Costs” means the reasonable costs, fees, and  
2 expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i)  
3 providing notices to the Class (including, but not limited to, the costs associated with the Original  
4 Class Notice and the Settlement Notice); and (ii) administering the Settlement, including but not  
5 limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with  
6 the Escrow Account and subsequent sale(s) of the Settlement Stock by the Escrow Agent after  
7 issuance and transfer of the Settlement Stock by Geron to the Escrow Account.

8 (gg) “Original Class Notice” or “Class Notice” means the Notice of Pendency of  
9 Class Action dated May 23, 2022, which was disseminated to Class Members in accordance with  
10 the Court’s Order dated May 3, 2022 (ECF No. 221).

11 (hh) “Parties” means Defendants and Lead Plaintiffs and Class Representatives,  
12 on behalf of themselves and the Class.

13 (ii) “Plaintiffs’ Released Parties” means Lead Plaintiffs and Class  
14 Representatives, Lead Counsel and Class Counsel, and the members of the Class.

15 (jj) “Plan of Allocation” means the proposed plan of allocation of the Net  
16 Settlement Fund set forth in the Notice.

17 (kk) “Pricing Period” means the 10 trading days immediately preceding the day  
18 before the Settlement Stock is transferred into the Settlement Fund.

19 (ll) “Preliminary Approval Order” means the order, substantially in the form  
20 attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and  
21 directing that the Settlement Notice may be provided to the Class.

22 (mm) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15  
23 U.S.C. § 78u-4, as amended.

24 (nn) “Related Parties” means Geron’s current or former directors and officers and  
25 their Families and affiliates.

26 (oo) “Released Claims” means all Released Defendants’ Claims and all Released  
27 Plaintiffs’ Claims.

28

1 (pp) “Released Defendants’ Claims” means all claims and causes of action of  
2 every nature and description, whether known claims or Unknown Claims, whether arising under  
3 federal, state, common or foreign law, that arise out of or relate in any way to the institution,  
4 prosecution, or settlement of the claims asserted in the Action against Defendants. Released  
5 Defendants’ Claims do not include any of the following claims: (i) claims relating to the  
6 enforcement of the Settlement; (ii) claims against the persons or entities who submitted a request  
7 for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class  
8 has been accepted by the Court, in connection with the Original Class Notice (as set forth in  
9 Appendix 1 hereto); or (iii) claims against any persons or entities who submit a request for exclusion  
10 from the Class in connection with the Settlement Notice (“Excluded Defendants’ Claims”).

11 (qq) “Released Plaintiffs’ Claims” means all claims, including Unknown Claims,  
12 that were actually asserted against Defendants in the Amended Complaint, or that arise out of, are  
13 based upon, or relate to the allegations, transactions, acts, facts, events, matters, occurrences,  
14 representations, or omissions asserted in the Amended Complaint and concern claims or causes  
15 action relating to the allegations, transactions, acts, facts, events, matters, occurrences,  
16 representations, or omissions alleged in the Amended Complaint that could have been asserted, but  
17 were not actually asserted against Defendants in the Amended Complaint. Released Plaintiffs’  
18 Claims do not include any of the following claims: (i) claims relating to the enforcement of the  
19 Settlement; (ii) claims asserted in any pending derivative action, including, without limitation,  
20 claims asserted in *In re Geron Corporation Stockholder Derivative Action*, Master File No. 3:20-  
21 cv-02823-WHA (N.D. Cal.); *In re Geron Corporation Stockholder Derivative Litigation*, Case No.  
22 1:20-cv-1207 (D. Del.); *In re Geron Corporation Stockholder Derivative Litigation*, Consolidated  
23 C.A. No. 2020-0684-SG (Del. Ch.); *Penney v. Scarlett*, Case No. 21CIV03165 (San Mateo Cty.  
24 Sup. Ct.) and any related or consolidated cases; (iii) claims of the persons or entities who submitted  
25 a request for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from  
26 the Class has been accepted by the Court, in connection with the Original Class Notice (as set forth  
27 in Appendix 1 hereto); and (iii) claims of any persons or entities who submit a request for exclusion  
28 from the Class in connection with the Settlement Notice (“Excluded Plaintiffs’ Claims”).

1 (rr) “Releasee(s)” means each and any of the Defendants’ Released Parties and  
2 each and any of the Plaintiffs’ Released Parties.

3 (ss) “Releases” means the releases set forth in ¶¶4-5 of this Stipulation.

4 (tt) “Settlement” means the settlement between Lead Plaintiffs and Defendants  
5 on the terms and conditions set forth in this Stipulation.

6 (uu) “Dr. Scarlett” means Defendant John A. Scarlett.

7 (vv) “Settlement Amount” or “Settlement Payment” means \$24 million, which  
8 shall be comprised of \$17 million in cash, plus \$7 million in Settlement Stock (as defined below)  
9 and/or cash at Geron’s option.

10 (ww) “Settlement Fund” means the Settlement Amount plus any and all interest  
11 earned thereon.

12 (xx) “Settlement Fairness Hearing” means the hearing set by the Court under Rule  
13 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

14 (yy) “Settlement Notice” means the Notice of (i) Proposed Settlement and Plan of  
15 Allocation; (ii) Settlement Fairness Hearing; and (iii) Motion for an Award of Attorneys’ Fees and  
16 Litigation Expenses, substantially in the form attached hereto as Exhibit A-1 which is to be mailed  
17 to Class Members.

18 (zz) “Settlement Stock” shall mean \$7 million of Geron Common Stock, subject  
19 to Geron’s option to pay the aggregate value of \$7 million or a portion thereof, in cash, as described  
20 in Paragraph 9.

21 (aaa) “Summary Settlement Notice” means the Summary Notice of (I) Proposed  
22 Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award  
23 of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-  
24 3 to be published as set forth in the Preliminary Approval Order.

25 (bbb) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including  
26 any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses  
27 and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any  
28

1 taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and  
2 accountants).

3 (ccc) “Unknown Claims” means any Released Plaintiffs’ Claims which Lead  
4 Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the  
5 time of the release of such claims, and any Released Defendants’ Claims which any Defendant does  
6 not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which,  
7 if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this  
8 Settlement, including, but not limited to, whether or not to object to the Settlement or the Released  
9 Claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the  
10 Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of  
11 the Class Members and Defendants’ Related Parties shall be deemed to have, and by operation of  
12 the Judgment shall have, expressly waived, the provisions, rights and benefits conferred by any law  
13 of any state or territory of the United States, or principle of common law or foreign law, which is  
14 similar, comparable, or equivalent to California Civil Code Section 1542, which provides:

15 A general release does not extend to claims that the creditor or releasing party does  
16 not know or suspect to exist in his or her favor at the time of executing the release  
17 and that, if known by him or her, would have materially affected his or her  
settlement with the debtor or released party.

18 For the avoidance of doubt, Unknown Claims are limited to those that (a) Lead Plaintiffs or any  
19 other Class Member or Defendants (i) asserted in the Amended Complaint or Action or (ii) arise out  
20 of or relate to the allegations, transactions, facts, events, matters, occurrences, representations, or  
21 omissions asserted in the Amended Complaint or Action and concern claims or causes of action of  
22 or by Lead Plaintiffs or any other Class Member who purchased or otherwise acquired Geron  
23 common stock during the Class Period and were allegedly damaged thereby. Lead Plaintiffs and  
24 any other Class Member, and Defendants may hereafter discover facts in addition to or different  
25 from those that he, she, it or their counsel now knows or believes to be true with respect to the  
26 subject matter of Released Plaintiffs’ Claims and Released Defendants’ Claims, but they stipulate  
27 and agree that, upon the Effective Date of the Settlement, they shall expressly waive and by  
28 operation of the Judgment shall have, fully, finally, and forever settled and released any and all

1 Unknown Claims. The Parties acknowledge, and each of the Class Members and Defendants'  
2 Related Parties shall be deemed by operation of law to have acknowledged, that the foregoing  
3 waiver was separately bargained for and is a key element of the Settlement.

4 **PRELIMINARY APPROVAL OF SETTLEMENT**

5 2. On September 6, 2022, or as soon thereafter as is practicable, Lead Plaintiffs will  
6 move for preliminary approval of the Settlement. Concurrently with the motion for preliminary  
7 approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the  
8 Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

9 **RELEASE OF CLAIMS**

10 3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the  
11 full and final disposition of the Action as against Defendants; and (b) the Releases provided for  
12 herein.

13 4. Pursuant to the Judgment without further action by anyone, upon the Effective Date  
14 of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of themselves,  
15 shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and  
16 forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all  
17 of the Released Plaintiffs' Claim against Defendants and Defendants' Released Parties, whether or  
18 not such Class Member executes and delivers a Claim or objects to the settlement, and shall forever  
19 be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any  
20 action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum,  
21 asserting any or all of the Released Plaintiffs' Claims against any of the Defendants' Released  
22 Parties. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

23 5. Pursuant to the Judgment without further action by anyone, upon the Effective Date  
24 of the Settlement, Defendants, on behalf of themselves, and their Related Parties, shall be deemed  
25 to have, and by operation of law and of the judgment shall have, fully, finally, and forever  
26 compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released  
27 Defendants' Claims against Lead Plaintiffs and Plaintiffs' Released Parties, and shall forever be  
28 barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any

1 action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum,  
2 asserting any or all of the Released Defendants' Claims against any of the Plaintiffs' Released  
3 Parties. This Release shall not apply to any of the Excluded Defendants' Claims.

4 6. Notwithstanding ¶¶3-5 above, nothing in the Judgment shall bar any action by any  
5 of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

#### 6 **THE SETTLEMENT CONSIDERATION**

##### 7 **7. Total Settlement Consideration.**

8 In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and  
9 Defendants' Released Parties specified in ¶¶4-5 above, Defendants and/or their insurance carriers  
10 shall provide or cause to be provided to the Class the total Settlement Amount of consideration of  
11 Twenty-Four Million Dollars (\$24,000,000.00) in value comprising Seventeen Million Dollars  
12 (\$17,000,000.00) in cash, and Seven Million Dollars (\$7,000,000.00) in Settlement Stock and/or  
13 cash at Geron's option in the form and manner described below:

##### 14 **8. Deposit of \$17 Million Cash Portion of the Settlement Amount.**

15 Geron, on behalf of Defendants, shall pay and/or cause its insurance carriers to pay, the \$17  
16 million cash component of the Settlement Amount into the Escrow Account no later than twenty  
17 (20) business days after both of the following occur: (a) the Court enters an order preliminarily  
18 approving the Settlement in substantially the form attached hereto as Exhibit A; and (b) Lead  
19 Counsel provides to Defendants' Counsel all required banking and wire transfer information  
20 necessary to effectuate a transfer of funds to the Escrow Account, and a current W-9.

##### 21 **9. Settlement Stock:**

22 Within 3 business days of the Court entering the Judgment, Geron shall transfer the  
23 Settlement Stock and/or cash in lieu of the Settlement Stock into the Settlement Fund. At all times  
24 prior to transfer of the Settlement Stock into the Settlement Fund, Geron shall have the option in its  
25 full and complete discretion to pay the aggregate value of the Settlement Stock, or a portion thereof,  
26 in cash. The number of shares of Geron Common Stock that will constitute the Settlement Stock  
27 shall be determined and transferred as follows:  
28



1 (a) The number of shares that will make up the Settlement Stock will be based on the volume-  
2 weighted average closing price of Geron Common Stock on the Nasdaq (“VWAP”) for the 10  
3 trading days immediately preceding the day before the Settlement Stock is transferred into the  
4 Settlement Fund (the “Pricing Period”), with the resulting VWAP appropriately adjusted for any  
5 stock splits, stock dividends or distributions, recapitalizations, and similar events with respect to  
6 Geron Common Stock that may occur during the Pricing Period so the value of any Geron Common  
7 Stock transferred to the Settlement Fund is equal to \$7 million;

8 (b) The Settlement Stock shall be sold as soon as reasonably practicable following its deposit  
9 in the Settlement Fund with the cash proceeds thereof being distributed to Class Members or used  
10 to pay any Court awarded attorneys’ fee and/or Litigation Expenses;

11 (c) Any sales of the Settlement Stock shall be limited to 10% of Geron’s daily trading  
12 volume, which volume shall be determined by the average trading volume over the previous 10  
13 trading days, and any costs and expenses in connection with sale by the Escrow Agent shall be  
14 charged to the Settlement Fund;

15 (d) The Settlement Stock shall be duly and validly issued, uncertificated, fully paid, non-  
16 assessable and free from all liens and encumbrances, and the Parties stipulate the Settlement Stock  
17 has been issued under an exemption from registration provided by Section 3(a)(10) of the Securities  
18 Act of 1933;

19 (e) Geron shall issue the Settlement Stock without any restrictive legend, and the Settlement  
20 Stock shall be freely and publicly tradeable without the need to obtain any opinions of counsel or  
21 permission of Geron that the stock is unrestricted.

22 (f) all costs and expenses in connection with the issuance and transfer of the stock to the  
23 Escrow Agent are borne by Geron.

24  
25 **USE OF SETTLEMENT FUND**

26 10. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and  
27 Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys’ fees  
28 awarded by the Court; and (e) any other costs and fees approved by the Court. The balance

1 remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized  
2 Claimants as provided in ¶¶19-31 below. The Escrow Agent shall not disburse the Settlement Fund  
3 except as provided in this Stipulation or by an order of the Court.

4 11. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund  
5 shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent  
6 shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the  
7 Court until such time as the funds shall be distributed or returned pursuant to the terms of this  
8 Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow  
9 Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such  
10 instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash  
11 balances up to the amount that is insured by the FDIC may be deposited in any account that is fully  
12 insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu  
13 of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be  
14 deposited in any account that is fully insured by the FDIC or invested in instruments backed by the  
15 full faith and credit of the United States. Additionally, if short-term placement of the funds is  
16 necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account  
17 that is fully insured by the FDIC or invested in instruments backed by the full faith and credit of the  
18 United States. Defendants' Released Parties shall have no responsibility for, interest in or liability  
19 whatsoever with respect to investment decisions or the action of the Escrow Agent, or any  
20 transaction executed by the Escrow Agent.

21 12. The Parties agree that the Settlement Fund is intended to be a "qualified settlement  
22 fund" within the meaning of Treas. Reg. §1.468B-1. The Parties and their counsel agree that the  
23 Settlement Fund should be treated as being at all times a "qualified settlement fund" within the  
24 meaning of Treas. Reg. §1.468B-1. In addition, the Claims Administrator shall timely make such  
25 elections as necessary or advisable to carry out the provisions of this paragraph, including the  
26 "relation-back election" (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted  
27 date. Such elections shall be made in compliance with the procedures and requirements contained  
28 in such Treasury regulations promulgated under §1.468B of the Internal Revenue Code of 1986, as

1 amended (the “Code”). It shall be the responsibility of the Claims Administrator to timely and  
2 properly prepare and deliver the necessary documentation for signature by all necessary parties, and  
3 thereafter to cause the appropriate filing to occur. For the purpose of §1.468B of the Code and the  
4 Treasury regulations promulgated thereunder, the Claims Administrator shall be designated as the  
5 “administrator” of the Settlement Fund. The Claims Administrator shall timely and properly file all  
6 informational and other tax returns necessary or advisable with respect to the Settlement Fund  
7 (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as  
8 well as the election described above) shall be consistent with this paragraph and in all events shall  
9 reflect that all Taxes as defined in this paragraph (including any estimated Taxes, interest, or  
10 penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

11 13. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused  
12 to be paid, by the Claims Administrator subject to the request of Lead Counsel and without further  
13 order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set  
14 forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all  
15 Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as  
16 provided herein. Defendants’ Released Parties shall have no responsibility or liability for the acts  
17 or omissions of Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

18 14. The Settlement is not a claims-made settlement. Upon the occurrence of the  
19 Effective Date, no Defendant, Defendants’ Released Party, or any other person or entity who or  
20 which paid any portion of the Settlement Amount shall have any right to the return of the Settlement  
21 Fund or any portion thereof for any reason whatsoever, including without limitation, the number of  
22 Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the  
23 percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net  
24 Settlement Fund.

25 15. Notwithstanding the fact that the Effective Date of the Settlement has not yet  
26 occurred, Lead Counsel may pay up to \$250,000 from the Settlement Fund, without further approval  
27 from Defendants or their insurance carriers or further order of the Court, for all reasonable Notice  
28 and Administration Costs actually incurred and paid or payable. Such costs and expenses shall

1 include, without limitation, the actual costs of printing and mailing the Original Class Notice and  
2 Settlement Notice, publishing the Summary Settlement Notice, reimbursements to nominee owners  
3 for forwarding the Original Class Notice or Settlement Notice to their beneficial owners, the  
4 administrative expenses incurred and fees charged by the Claims Administrator in connection with  
5 providing notice and administering the Settlement (including processing the submitted Claims), and  
6 the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the  
7 terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related  
8 fees, shall not be returned or repaid to Defendants, any of the Defendants' Released Parties, or any  
9 other person or entity who or which paid any portion of the Settlement Amount.

10 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

11 16. Lead Counsel will apply to the Court for an award of attorneys' fees to be paid solely  
12 from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment or  
13 reimbursement of Litigation Expenses, which may include a request for reimbursement of Lead  
14 Plaintiffs' costs and expenses (including lost wages) directly related to their representation of the  
15 Class, to be paid solely from (and out of) the Settlement Fund. Lead Counsel's application for an  
16 award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between  
17 Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

18 17. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be  
19 paid to Lead Counsel upon entry of an order by the Court awarding such fees and expenses or at  
20 such further time and sequence as is ordered by the Court, notwithstanding the existence of any  
21 timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the  
22 Settlement or any part thereof, subject to Lead Counsel's obligation to make appropriate refunds or  
23 repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the  
24 Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a  
25 result of any appeal or further proceedings on remand, or successful collateral attack, the award of  
26 attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or  
27 reversing the award has become Final. Lead Counsel shall make the appropriate refund or  
28 repayment in full (less any Notice and Administration Costs incurred, payable and/or paid and less

1 any Taxes paid, due, or owing) no later than thirty (30) calendar days after: (a) receiving from  
2 Defendants' Counsel notice of the termination of the Settlement, subject to the limitations on  
3 termination set forth herein; or (b) any order reducing or reversing the award of attorneys' fees  
4 and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation  
5 Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement  
6 embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate the Settlement  
7 based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation  
8 Expenses.

9 18. Defendants' Released Parties shall have no responsibility for or liability whatsoever  
10 with respect to the award of attorneys' fees and/or Litigation Expenses. The attorneys' fees and  
11 Litigation Expenses that are awarded to Lead Counsel shall be payable solely from the Settlement  
12 Fund.

#### 13 **NOTICE AND SETTLEMENT ADMINISTRATION**

14 19. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of  
15 the Claims Administrator. The Claims Administrator shall administer the Settlement, including but  
16 not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead  
17 Counsel's supervision and subject to the jurisdiction of the Court. Neither Defendants nor  
18 Defendants' Released Parties shall have any involvement in or any responsibility, authority, or  
19 liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the  
20 administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund,  
21 and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead  
22 Plaintiffs, any other Class Members, or Lead Counsel in connection with the foregoing. Defendants'  
23 Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary  
24 to effectuate its terms.

25 20. In accordance with the terms of the Preliminary Approval Order entered by the Court,  
26 Lead Counsel shall cause the Claims Administrator to mail the Settlement Notice and Proof of Claim  
27 Form to all persons or entities who were previously mailed copies of the Original Class Notice and  
28 any other potential Class Members who may be identified through reasonable effort. Lead Counsel

1 shall also cause the Claims Administrator to have the Summary Settlement Notice published in  
2 accordance with the terms of the Preliminary Approval Order entered by the Court.

3 21. No later than ten (10) calendar days following the filing of this Stipulation with the  
4 Court, Geron shall, on behalf of Defendants, serve the notice required under the Class Action  
5 Fairness Act, 28 U.S.C. § 1715 et seq. (“CAFA”). Defendants are solely responsible for the costs  
6 of the CAFA notice and administering the CAFA notice. At least seven (7) calendar days before  
7 the Settlement Fairness Hearing, on behalf of Defendants, Geron shall cause to be served on Lead  
8 Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with  
9 CAFA § 1715(b). The Parties agree that any delay by Geron in causing the timely service of the  
10 CAFA notice will not provide grounds for delay of the Settlement Fairness Hearing or entry of the  
11 Judgment.

12 22. The Claims Administrator shall receive Claims and determine first, whether the  
13 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s pro rata share of  
14 the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to  
15 the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set  
16 forth in the Settlement Notice attached hereto as Exhibit A-1 or in such other plan of allocation as  
17 the Court approves).

18 23. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of  
19 the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation  
20 that any particular Plan of Allocation be approved by the Court. Lead Plaintiffs and Lead Counsel  
21 may not cancel or terminate the Settlement (or this Stipulation) based on this Court’s or any  
22 appellate court’s ruling with respect to the Plan of Allocation or any other plan of allocation in this  
23 Action. Defendants and Defendants’ Released Parties shall not object in any way to the Plan of  
24 Allocation or any other Plan of Allocation in this Action. No Defendant, nor Defendants’ Released  
25 Parties, shall have any involvement with or liability, obligation or responsibility whatsoever for the  
26 application of the Court-approved Plan of Allocation.

27 24. Any Class Member who does not submit a valid Claim will not be entitled to receive  
28 any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of

1 this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action  
2 and the Releases provided for herein and therein, and will be permanently barred and enjoined from  
3 bringing any action, claim, or other proceeding of any kind against the Defendants' Released Parties  
4 with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with  
5 respect to the Settlement.

6 25. Lead Counsel shall be responsible for supervising the administration of the  
7 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No  
8 Defendant, nor Defendants' Released Parties, shall be permitted to review, contest, or object to any  
9 Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or  
10 rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to waive  
11 what it deems to be formal or technical defects in any Claims submitted in the interests of achieving  
12 substantial justice.

13 26. For purposes of determining the extent, if any, to which a Class Member shall be  
14 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

15 (a) Each Claimant shall be required to submit a Claim in paper form,  
16 substantially in the form attached hereto as Exhibit A-2, or in electronic form, in accordance with  
17 the instructions for the submission of such Claims, and supported by such documents as are  
18 designated therein, including proof of the Claimant's loss, or such other documents or proof as the  
19 Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

20 (b) All Claims must be submitted by the date set by the Court in the Preliminary  
21 Approval Order and specified in the Settlement Notice. Any Class Member who fails to submit a  
22 Claim by such date shall be forever barred from receiving any distribution from the Net Settlement  
23 Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's  
24 Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and  
25 the Settlement, including the terms of the Judgment and the Releases provided for herein and therein,  
26 and will be permanently barred and enjoined from bringing any action, claim or other proceeding  
27 of any kind against any Defendants' Released Parties with respect to any Released Plaintiffs' Claim.  
28 Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be

1 submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by  
2 first-class mail and addressed in accordance with the instructions thereon. In all other cases, the  
3 Claim Form shall be deemed to have been submitted on the date when actually received by overnight  
4 mail, electronic receipt or other documented means by the Claims Administrator;

5 (c) Each Claim shall be submitted to and reviewed by the Claims Administrator  
6 who shall determine in accordance with this Stipulation and the Plan of Allocation the extent, if any,  
7 to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e)  
8 below as necessary;

9 (d) Claims that do not meet the submission requirements may be rejected. Prior  
10 to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the  
11 Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim  
12 submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants  
13 whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the  
14 reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected  
15 has the right to a review by the Court if the Claimant so desires and complies with the requirements  
16 of subparagraph (e) below; and

17 (e) If any Claimant whose Claim has been rejected in whole or in part desires to  
18 contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing  
19 of the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely,  
20 serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's  
21 grounds for contesting the rejection along with any supporting documentation, and requesting a  
22 review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead  
23 Counsel shall thereafter present the request for review to the Court.

24 27. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court  
25 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery  
26 under the Federal Rules of Civil Procedure, provided, however, that such investigation and  
27 discovery shall be limited to that Claimant's status as a Class Member and the validity and amount  
28



1 of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the  
2 Settlement in connection with the processing of Claims.

3 28. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class  
4 Distribution Order: (a) approving the Claims Administrator's administrative determinations  
5 concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any  
6 administration fees and expenses associated with the administration of the Settlement from the  
7 Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement  
8 Fund to Authorized Claimants from the Escrow Account.

9 29. Payment pursuant to the Class Distribution Order shall be final and conclusive  
10 against all Claimants. All Class Members whose Claims are not approved by the Court for payment  
11 shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall  
12 be bound by all of the terms of this Stipulation and the Settlement, including the terms of the  
13 Judgment if applicable, to be entered in this Action and the Releases provided for herein and therein,  
14 and will be permanently barred and enjoined from bringing any action against any and all  
15 Defendants' Released Parties with respect to any and all of the Released Plaintiffs' Claims.

16 30. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the  
17 Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Released  
18 Parties and/or their respective counsel, arising from distributions made substantially in accordance  
19 with the Stipulation, the Plan of Allocation approved by the Court, or any order of the Court. Lead  
20 Plaintiffs and Defendants, and their respective counsel, and all other Releasees shall have no liability  
21 whatsoever for the acceptance, holding and/or sale of the Settlement Stock, the investment or  
22 distribution of the Settlement Fund (of which the Settlement Stock or its liquidated value is a part)  
23 or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation,  
24 or payment of any claim or nonperformance of the Claims Administrator, the payment or  
25 withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses  
26 incurred in connection therewith.

27 31. All proceedings with respect to the administration, processing, and determination of  
28 Claims and the determination of all controversies relating thereto, including disputed questions of

1 law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.  
2 All Class Members, other Claimants, and parties to this Settlement expressly waive trial by jury (to  
3 the extent any such right may exist) and any right of appeal or review with respect to such  
4 determinations.

5 **TERMS OF THE JUDGMENT**

6 32. If the Settlement contemplated by this Stipulation is approved by the Court, Lead  
7 Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the  
8 form attached hereto as Exhibit B.

9  
10 **CONDITIONS OF SETTLEMENT AND EFFECT OF  
DISAPPROVAL, CANCELLATION OR TERMINATION**

11 33. The Effective Date of the Settlement shall be deemed to occur on the occurrence or  
12 waiver of all of the following events:

13 (a) the Court has entered the Preliminary Approval Order, substantially in the  
14 form set forth in Exhibit A attached hereto, as required by ¶2 above;

15 (b) the cash comprising the Settlement Amount has been deposited into the  
16 Escrow Account in accordance with the provisions of ¶8 above;

17 (c) any Settlement Stock that Geron has elected to provide to fund the balance of  
18 the Settlement Amount and/or cash in lieu of the Settlement Stock has been transferred to the  
19 Settlement Fund in accordance with the provisions in ¶9 above;

20 (d) No unresolved dispute has been declared in writing by Judge Ryu as a result  
21 of any mediated issues between the Parties after execution of the Stipulation and prior to entry of the  
22 Judgment (*see* ¶37 below);

23 (e) Geron has not exercised its option to terminate the Settlement pursuant to the  
24 provisions of this Stipulation;

25 (f) Lead Plaintiffs have not exercised their option to terminate the Settlement  
26 pursuant to the provisions of this Stipulation; and  
27  
28

1 (g) the Court has approved the Settlement as described herein, following notice  
2 to the Class and a Settlement Fairness Hearing, as prescribed by Rule 23 of the Federal Rules of  
3 Civil Procedure, and entered the Judgment and the Judgment has become Final.

4 34. Upon the occurrence of all of the events referenced in ¶33 above, any and all  
5 remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall  
6 be absolutely and forever extinguished and the Releases herein shall be effective.

7 35. If (i) Geron exercises its right to terminate the Settlement as provided in this  
8 Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this  
9 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement  
10 otherwise fails to occur, then:

11 (a) The Settlement and the relevant portions of this Stipulation shall be canceled  
12 and terminated.

13 (b) Lead Plaintiffs and Defendants shall revert to their respective positions in the  
14 Action of immediately prior to the execution of the Term Sheet on August 19, 2022, and counsel  
15 for the Parties will negotiate in good faith a proposed new scheduling order for the Action.

16 (c) The terms and provisions of this Stipulation, with the exception of this ¶35  
17 and ¶¶15, 17, 40 and 60, shall have no further force and effect with respect to the Parties and shall  
18 not be used in the Action or in any other proceeding for any purpose, and any Judgment or order  
19 entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated,  
20 nunc pro tunc.

21 (d) Within fifteen (15) business days after joint written notification of  
22 termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement  
23 Fund (including accrued interest thereon, and change in value as a result of the investment of the  
24 Settlement Fund, and any funds received by Lead Counsel consistent with ¶17 above), less any  
25 Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due,  
26 or owing, shall be refunded by the Escrow Agent to each payor of the Settlement Amount (pro rata  
27 according to the amount of their respective payments into the Settlement Fund). In the event that  
28 the funds received by Lead Counsel consistent with ¶17 above have not been refunded to the

1 Settlement Fund within the fifteen (15) business days specified in this paragraph, those funds shall  
2 be refunded by the Escrow Agent to each payor of the Settlement Amount (pro rata according to the  
3 amount of their respective payments into the Settlement Fund) immediately upon their deposit into  
4 the Escrow Account consistent with ¶17 above.

5 36. It is further stipulated and agreed that Geron and Lead Plaintiffs shall each have the  
6 right to terminate the Settlement and this Stipulation, by providing written notice of their election  
7 to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty (30) calendar  
8 days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any material respect;  
9 (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s  
10 final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon  
11 which the Judgment is modified or reversed in any material respect by the Court, the United States  
12 Court of Appeals for the Ninth Circuit or the United States Supreme Court and the provisions of  
13 ¶¶35 & 37 shall apply. However, any decision or proceeding, whether in this Court or any appellate  
14 court, with respect to an application for attorneys’ fees or Litigation Expenses or with respect to any  
15 plan of allocation shall not be considered material to the Settlement, shall not affect the finality of  
16 any Judgment and shall not be grounds for termination of the Settlement.

17 37. Notwithstanding the above provisions on termination, the Parties agree that if the  
18 Court declines to grant preliminary or final approval for any reason, that decision will not be an  
19 immediate basis for either of the Parties to terminate the Settlement. Under such circumstances, the  
20 Parties agree to work in good faith to make appropriate modifications, as may be necessary, to the  
21 Settlement documents to resolve any concerns raised by the Court. To the extent any disputes arise  
22 between the Parties with respect to such negotiations, the Parties agree to participate in non-binding  
23 mediation with respect thereto with Judge Ryu. None of the Parties may cancel or terminate the  
24 Settlement prior to such mediation and may only do so to the extent that, upon the conclusion of the  
25 mediation, Judge Ryu has declared an impasse with respect to such dispute.

26 38. In addition to the grounds set forth in ¶¶36-37 above, Geron shall have the unilateral  
27 right to terminate the Settlement in the event that the number of shares held by Class Members  
28 timely and validly requesting exclusion from the Class in connection with the Original Class Notice

1 and/or Settlement Notice meet the conditions set forth in the Parties' confidential supplemental  
2 agreement (the "Supplemental Agreement"). The Supplemental Agreement, which is being  
3 executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed  
4 in any other manner (other than the statements herein and, as applicable, in the Settlement Notice,  
5 to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court  
6 otherwise directs or a dispute arises between Lead Plaintiffs and Geron concerning its interpretation  
7 or application, in which event the Parties shall submit the Supplemental Agreement to the Court in  
8 camera and request that the Court afford it confidential treatment.

9 39. In addition to the grounds set forth in ¶¶36-37 above, Lead Plaintiffs shall also have  
10 the right to terminate the Settlement in the event that the Settlement Amount has not been paid as  
11 provided for in ¶¶7-9 above, but only if (a) Lead Counsel has provided written notice of the election  
12 to terminate to Defendants' Counsel, and (b) the entire Settlement Amount is not transferred to the  
13 Escrow Account within seven (7) calendar days after Lead Counsel has provided such written notice.

14 **NO ADMISSION OF GUILT**

15 40. Neither the Term Sheet, this Stipulation (whether or not consummated), including  
16 the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that  
17 may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this  
18 Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this  
19 Stipulation, and/or approval of the Settlement (including any arguments proffered in connection  
20 therewith):

21 (a) shall be offered against any of the Defendants' Released Parties as evidence  
22 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any  
23 of the Defendants' Released Parties with respect to the truth of any fact alleged by Lead Plaintiffs  
24 or the validity of any claim that was or could have been asserted or the deficiency of any defense  
25 that has been or could have been asserted in this Action or in any other litigation, or of any liability,  
26 negligence, fault, or other wrongdoing of any kind of any of the Defendants' Released Parties or in  
27 any way referred to for any other reason as against any of the Defendants' Released Parties, in any  
28

1 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than  
2 such proceedings as may be necessary to effectuate the provisions of this Stipulation;

3 (b) shall be offered against any of the Plaintiffs' Released Parties, as evidence  
4 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any  
5 of the Plaintiffs' Released Parties that any of their claims are without merit, that any of the  
6 Defendants' Released Parties had meritorious defenses, or that damages recoverable under the  
7 Amended Complaint would not have exceeded the Settlement Amount or with respect to any  
8 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason  
9 as against any of the Plaintiffs' Released Parties, in any arbitration proceeding or other civil,  
10 criminal, or administrative action or proceeding, other than such proceedings as may be necessary  
11 to effectuate the provisions of this Stipulation; or

12 (c) shall be construed against any of the Releasees as an admission, concession,  
13 or presumption that the consideration to be given hereunder represents the amount which could be  
14 or would have been recovered after trial; provided, however, that if this Stipulation is approved by  
15 the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the  
16 protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.  
17 Defendants' Released Parties may file this Stipulation and/or the Judgment from this Action in any  
18 other action that may be brought against them in order to support a defense or counterclaim based  
19 on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or  
20 reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

21 **MISCELLANEOUS PROVISIONS**

22 41. All of the exhibits attached hereto are hereby incorporated by reference as though  
23 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or  
24 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the  
25 terms of the Stipulation shall prevail.

26 42. Defendants warrant that, as to the payments made or to be made on behalf of them,  
27 at the time of entering into this Stipulation and at the time of such payment they, or to the best of  
28 their knowledge any persons or entities contributing to the payment of the Settlement Amount, were

1 not insolvent, nor will the payment required to be made by or on behalf of them render them  
2 insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code,  
3 including §§ 101 and 547 thereof. This representation is made by each of the Defendants as to itself  
4 or himself only and not by their counsel.

5 43. In the event of the entry of a final order of a court of competent jurisdiction  
6 determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of  
7 Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and any  
8 portion thereof is required to be returned, and such amount is not promptly deposited into the  
9 Settlement Fund by others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants  
10 shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in  
11 favor of Defendants and the Releasees pursuant to this Stipulation, in which event the Releases and  
12 Judgment shall be null and void, and the Parties shall be restored to their respective positions in the  
13 litigation as provided in ¶35 above and any cash amounts in the Settlement Fund (less any Taxes  
14 paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration  
15 Costs actually incurred, paid, or payable) shall be returned as provided in ¶35 above.

16 44. The Parties intend this Stipulation and the Settlement to be a final and complete  
17 resolution of all disputes asserted or which could be asserted by Lead Plaintiffs and any other Class  
18 Members against the Defendants' Released Parties with respect to the Released Plaintiffs' Claims.  
19 No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure  
20 relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that  
21 the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good  
22 faith by the Parties, including through a mediation process supervised and conducted by Judge Ryu,  
23 and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation  
24 with experienced legal counsel, who were fully competent to assess the strengths and weaknesses  
25 of their respective clients' claims or defenses.

26 45. While retaining their right to deny that the claims asserted in the Action were  
27 meritorious, Defendants and their counsel, in any statement made to any media representative  
28 (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad

1 faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being  
2 settled voluntarily after consultation with competent legal counsel. In all events, Lead Plaintiffs and  
3 their counsel and Defendants and their counsel shall not make any accusations of wrongful or  
4 actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action,  
5 and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense  
6 alleged.

7 46. The terms of the Settlement, as reflected in this Stipulation, may not be modified or  
8 amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead  
9 Plaintiffs and Defendants (or their successors-in-interest).

10 47. The headings herein are used for the purpose of convenience only and are not meant  
11 to have legal effect.

12 48. The administration and consummation of the Settlement as embodied in this  
13 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
14 purpose of entering orders providing for awards of attorneys' fees and/or Litigation Expenses to  
15 Lead Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such  
16 other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement  
17 Fund to Class Members.

18 49. The waiver by one Party of any breach of this Stipulation by any other Party shall  
19 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

20 50. This Stipulation and its exhibits and the Supplemental Agreement constitute the  
21 entire agreement among Lead Plaintiffs and Defendants concerning the Settlement and this  
22 Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations,  
23 warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits or  
24 the Supplemental Agreement other than those contained and memorialized in such documents.

25 51. This Stipulation may be executed in one or more counterparts, including by signature  
26 transmitted via facsimile, by a .pdf/.tif image of the signature transmitted via email, or through an  
27 electronic signature platform, such as DocuSign. All executed counterparts and each of them shall  
28 be deemed to be one and the same instrument.



1           52. This Stipulation shall be binding upon and inure to the benefit of the successors and  
2 assigns of the Parties, including any and all Releasees and any corporation, partnership, or other  
3 entity into or with which any Party may merge, consolidate, or reorganize.

4           53. The construction, interpretation, operation, effect and validity of this Stipulation, the  
5 Supplemental Agreement and all documents necessary to effectuate it shall be governed by the  
6 internal laws of the State of California without regard to conflicts of laws, except to the extent that  
7 federal law requires that federal law govern.

8           54. Any action arising under or to enforce this Stipulation or any portion thereof, shall  
9 be commenced and maintained only in the Court.

10          55. This Stipulation shall not be construed more strictly against one Party than another  
11 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
12 the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties  
13 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

14          56. All counsel and any other person executing this Stipulation and any of the exhibits  
15 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
16 to do so and that they have the authority to take appropriate action required or permitted to be taken  
17 pursuant to the Stipulation to effectuate its terms.

18          57. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in  
19 seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this  
20 Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation  
21 as may be reasonably required to obtain final approval by the Court of the Settlement.

22          58. If any Party is required to give notice to another Party under this Stipulation, such  
23 notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery  
24 or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

25                   If to Lead Plaintiffs or Lead Counsel:

26                   Jeffrey P. Campisi  
27                   Kaplan Fox & Kilsheimer LLP  
28                   850 Third Avenue, 14th Floor  
                      New York, NY 10022  
                      Telephone: (212) 687-1980

1 Facsimile: (212) 687-7714  
jcampisi@kaplanfox.com

2 Laurence D. King  
3 Kaplan Fox & Kilsheimer LLP  
4 1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
5 Telephone: (415) 772-4700  
6 Facsimile: (415) 772-4707  
lking@kaplanfox.com

7 If to Defendants:

8 Jeffrey D. Lombard  
9 Cooley LLP  
10 1700 Seventh Avenue, Suite 1900  
Seattle, WA 98101  
11 Telephone: (206) 452-8700  
Facsimile: (206) 452-8800  
jlombard@cooley.com

12 Ryan E. Blair  
13 Cooley LLP  
14 4401 Eastgate Mall  
San Diego, CA 92121  
15 Telephone: (858) 550-6000  
16 Facsimile: (858) 550-6420  
rblair@cooley.com

17 59. Except as otherwise provided herein, each Party shall bear its own costs.

18 60. Whether or not the Stipulation is approved by the Court and whether or not the  
19 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use  
20 their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents  
21 signed, and proceedings in connection with the Stipulation confidential.

22 61. All agreements made and orders entered during the course of this Action relating to  
23 the confidentiality of information shall survive this Settlement.

24 62. No opinion or advice concerning the tax consequences of the proposed Settlement to  
25 individual Class Members is being given or will be given by the Parties or their counsel; nor is any  
26 representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's  
27 tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and  
28

1 it is understood that the tax consequences may vary depending on the particular circumstances of  
2 each individual Class Member.

3 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,  
4 by their duly authorized attorneys, as of September 2, 2022.

5  
6 **KAPLAN FOX & KILSHEIMER LLP**

7 By: Jeff Campisi  
Jeffrey P. Campisi

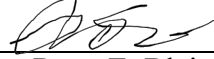
8 Laurence D. King (SBN 206423)  
9 Kathleen A. Herkenhoff (SBN 168562)  
Blair E. Reed (SBN 316791)  
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11 Telephone: (415) 772-4700  
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lking@kaplanfox.com  
kherkenhoff@kaplanfox.com  
12 breed@kaplanfox.com

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14 **KAPLAN FOX & KILSHEIMER LLP**

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Jeffrey P. Campisi (admitted *pro hac vice*)  
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Facsimile: (212) 687-7714  
rkaplan@kaplanfox.com  
18 jcampisi@kaplanfox.com  
juris@kaplanfox.com

19  
20 *Class Counsel for Lead Plaintiffs and Class  
Representatives Julia Junge and Richard Junge and  
the Class*

21  
22 **COOLEY LLP**

23 By:   
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Facsimile: (858) 550-6420  
rblair@cooley.com

27  
28 **COOLEY LLP**

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1700 Seventh Avenue, Suite 1900

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*dwyerjc@cooley.com*  
*bdejarnette@cooley.com*

*Counsel for Defendants Geron Corporation and  
John A. Scarlett*

**Appendix 1**

**List of Exclusions**

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1. Kimberly A Bourque
2. Calvin Hackley
3. Thomas J Pizzuto and Thomas J. Pizzuto IRA and  
Thomas J. Pizzuto Roth IRA
4. Susan Rothstein Schwimmer
5. Wesley Le
6. Arpiben Shah
7. Arthur Groome
8. Richard H Ronan
9. Sam Karhbet
10. Robert W Hutchinson
11. Marco Tiberii
12. Danny Charbonneau
13. Igor Maksymyuk
14. Sudipto Mondal
15. Tammy Davis
16. Ansamma Saju Paul
17. Bruce A Sanders (Retail Acct)
18. Matthew F Sanders (Roth IRA)
19. Donna L Sanders
20. Joseph M MoscoGUIri
21. Darryl J Wolff
22. Deborah E Wolff
23. Amanda K Wolff
24. Ashley Hettinger
25. Jacob Cunningham
26. Franklin Hare
27. Edward Bonde
28. Bob Flick
29. Javad Vahidi
30. Howard B Brown
31. Andrew Shatley
32. Hanford Quock
33. Dale Newell
34. Timothy A Fram
35. Gregory D Isaac
36. Iris L Sun
37. David A Griffin
38. Charles D Carter
39. Sandra L Hoffman
40. Youngwon Hahn
41. Jason Baker
42. Tyler Coleman

- 1 43. Shahram Safavi
- 2 44. Keith Shuster
- 3 45. Alex Amor
- 4 46. Demetrios Liaros
- 5 47. Robert Stupar
- 6 48. William Stupar
- 7 49. William Charles Waldrop
- 8 50. Janet Lavonne Little
- 9 51. Sanders Saint Jour
- 10 52. Carol Bratton
- 11 53. Steven A Demarest
- 12 54. Sherri L Despiegler
- 13 55. Daniel Ruihan Qi
- 14 56. Matt Finn
- 15 57. Preston Jones
- 16 58. Alexander Dietl
- 17 59. Tony Russo
- 18 60. Christopher Szoly
- 19 61. Maurice L Bakke and Maurice L. Bakke Single Account  
and Maurice L. Bakke and Mary Bakke JTWROS
- 20 62. Mary Bakke
- 21 63. Monty Milne
- 22 64. Duan Zhang
- 23 65. Alvin Laohapant
- 24 66. Michael Hardwick (deceased)
- 25 67. Patricia W Hardwick
- 26 68. Phillip Tougas
- 27 69. Spencer Wu
- 28 70. Varghese Xavier
71. Alan Lauver
72. Matthew Stratton
73. Piotr Niedzwiedz
74. Ron Brockway
75. Patricia O'Grady
76. Gary Cornell Woolridge
77. Charles B VonCanon III
78. McKayla Pate
79. Chad Allie
80. George Brodbeck
81. Carl J Frank

# EXHIBIT A

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

JULIA JUNGE and RICHARD JUNGE, on  
behalf of themselves and a class of similarly  
situated investors,

Plaintiffs,

v.

GERON CORPORATION and JOHN A.  
SCARLETT,

Defendants.

Case No. 3:20-cv-00547-WHA (DMR)

Class Action

(Consolidated with Case No. 3:20-cv-  
01163-WHA)

(Related to Case No. 3:20-cv-02823-WHA;  
3:22-mc-80051-WHA)

**[PROPOSED] ORDER GRANTING  
LEAD PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
PROPOSED CLASS ACTION  
SETTLEMENT**



1 WHEREAS, a securities class action is pending in this Court captioned *Junge, et al. v.*  
2 *Geron Corporation, et al.*, Case No. 3:20-cv-00547-WHA (the “Action”)<sup>1</sup>;

3 WHEREAS, by Order dated April 2, 2022, the Court certified the Action to proceed as a  
4 class action on behalf of all persons who purchased Geron Corporation (“Geron”) common stock  
5 during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”), and  
6 who were damaged thereby,<sup>2</sup> appointed Lead Plaintiffs Julia Junge and Richard Junge as Class  
7 Representatives for the Class, and appointed Lead Counsel Kaplan Fox & Kilsheimer LLP as Class  
8 Counsel for the Class;

9 WHEREAS, by Order dated May 3, 2022, the Court approved the proposed form and  
10 content of the Original Class Notice to be disseminated to the Class Members to notify them of,  
11 among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the  
12 Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be  
13 excluded from the Class by July 22, 2022, the effect of remaining in the Class or requesting  
14 exclusion, and the requirements for requesting exclusion;

15 WHEREAS, the Original Class Notice was mailed beginning on May 23, 2022, to all  
16 potential Class Members who could be identified through reasonable effort, resulting in the mailing  
17 of over 116,079 copies of the Original Class Notice, and 74 requests for exclusion representing  
18 81 individuals were reported to Lead Counsel as received by Epiq Class Action and Claims  
19 Solutions, Inc. at the time of entry of the Stipulation;

20 WHEREAS, (a) Julia Junge and Richard Junge (“Lead Plaintiffs” or “Class  
21 Representatives”), on behalf of themselves and the Class; and (b) defendants Geron and Dr. John A.  
22 Scarlett (“Dr. Scarlett,” and together with Geron, “Defendants,” and together with Lead Plaintiffs,

23 \_\_\_\_\_  
24 <sup>1</sup> The Court’s docket reflects the case name as *Tollen v. Geron Corp. et al.*, Case No. 3:20-cv-  
00547-WHA, which was amended by Lead Plaintiffs. ECF Nos. 92, 103.

25 <sup>2</sup> Excluded from the Class by definition are the Defendants, directors and officers of Geron, and  
26 their families and affiliates. Also excluded from the Class are: (i) the persons and entities who  
27 excluded themselves by submitting a request for exclusion from the Class by July 22, 2022, or  
28 whose late notice to be excluded from the Class has been accepted by the Court, in connection with  
the Original Class Notice (as set forth on Appendix 1 to the Stipulation); and (ii) any persons or  
entities who exclude themselves by submitting a request for exclusion in connection with the  
Settlement Notice

1 the “Parties”) have determined to fully, finally, and forever settle all claims asserted against  
2 Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and  
3 Agreement of Settlement dated September 2, 2022 (the “Stipulation”) subject to approval of this  
4 Court (the “Settlement”);

5 WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal  
6 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with  
7 the Stipulation and allowing notice to Class Members as more fully described herein;

8 WHEREAS, the Court has read and considered: (a) Lead Plaintiffs’ motion for preliminary  
9 approval of the Settlement, and the papers filed and arguments made in connection therewith; and  
10 (b) the Stipulation and the exhibits attached thereto; and

11 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall  
12 have the same meanings as they have in the Stipulation;

13 NOW THEREFORE, IT IS HEREBY ORDERED:

14 1. **Preliminary Approval of the Settlement** – The Court hereby preliminarily  
15 approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i)  
16 of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement  
17 under Rule 23(e)(2) as being fair, reasonable, and adequate to the Class, subject to further  
18 consideration at the Settlement Fairness Hearing to be conducted as described below.

19 2. **Settlement Fairness Hearing** – The Court will hold a settlement hearing (the  
20 “Settlement Fairness Hearing”) on \_\_\_\_\_, 2023 at \_\_:\_\_ .m. Pacific time, either in  
21 person at the United States District Court for the Northern District of California, San Francisco  
22 Courthouse, Courtroom 12 - 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or  
23 by telephone or videoconference (in the discretion of the Court), for the following purposes: (a) to  
24 determine whether the proposed Settlement on the terms and conditions provided for in the  
25 Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court;  
26 (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the  
27 Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) to  
28 determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and

1 reasonable and should be approved; (d) to determine whether the motion by Lead Counsel for an  
2 award of attorneys' fees and reimbursement of Litigation Expenses should be approved, including  
3 service awards to the Lead Plaintiffs; and (e) to consider any other matters that may properly be  
4 brought before the Court in connection with the Settlement. Notice of the Settlement and the  
5 Settlement Fairness Hearing shall be given to Class Members as set forth in paragraph 4 of this  
6 Order.

7         3.         The Court may adjourn the Settlement Fairness Hearing without further notice to  
8 the Class, and may approve the proposed Settlement with such modifications as the Parties may  
9 agree to, if appropriate, without further notice to the Class. The Court retains jurisdiction to consider  
10 all further applications arising out of or connected with the proposed Settlement. The Court may  
11 decide to hold the Settlement Fairness Hearing by telephone or video conference without further  
12 notice to the Class. Any Class Member (or his, her, or its counsel) who wishes to appear at the  
13 Settlement Fairness Hearing should consult the Court's docket and/or the settlement website for  
14 any change in date, time, or format of the hearing.

15         4.         **Retention of Claims Administrator and Manner of Giving Notice** – Epiq Class  
16 Action and Claims Solutions, Inc. ("Epiq") was previously retained to supervise and administer the  
17 distribution of the Original Class Notice and receive and process requests for exclusion from the  
18 Class. Epiq is hereby appointed as the Claims Administrator to supervise and administer the notice  
19 procedure in connection with the proposed Settlement as well as the processing of Claims as more  
20 fully set forth below. Notice of the Settlement and the Settlement Fairness Hearing shall be given  
21 as follows:

22                 (a)         by no later than ten (10) business days after entry of this Order (which shall  
23 be the "Notice Date"), Epiq shall cause a copy of the Settlement Notice and the Claim Form,  
24 substantially in the forms attached hereto as Exhibits 1 and 2, respectively (the "Settlement Notice  
25 Packet"), to be mailed by first-class mail to all potential Class Members who were previously  
26 mailed a copy of the Original Class Notice, including a pre-paid envelope with the Claims  
27 Administrator's mailing address provided;

28

1 (b) The exterior of the envelope for the Settlement Notice Packet shall state:  
2 “Important Class Action Notice” and shall say it is “From the United States District Court, Northern  
3 District of California, Honorable William Alsup, 450 Golden Gate Avenue, San Francisco, CA  
4 94102” with the return address of the Claims Administrator. (The Court’s address is to be located  
5 on the envelope such that it cannot be mistaken for the delivery address for the Settlement Notice,  
6 e.g. on the reverse of the envelope.);

7 (c) For all Settlement Notice Packets returned as undeliverable, Epiq shall  
8 search the National Change of Address Registry, in addition to making any other reasonable efforts  
9 to locate an alternative address such as by private database searches and/or skip-tracing, and resend  
10 within three business days of receiving the envelope back as undeliverable;

11 (d) For any potential Class members for whom an e-mail address is currently  
12 known based on communications related to the Original Class Notice, Epiq will also e-mail a copy  
13 of the Settlement Notice Package to such Class members no later than the Notice Date;

14 (e) by no later than the Notice Date, Epiq will request and/or take steps to  
15 attempt to post a copy of the Settlement Notice Package on the Depository Trust Company’s Legal  
16 Notice System (“DTC LENS”), but if DTC LENS will not or does not post, that does not impact  
17 the due process satisfaction for notice herein;

18 (f) by no later than the Notice Date, Epiq shall post copies of the Settlement  
19 Notice and the Claim Form on the website previously established for the Action,  
20 [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com);

21 (g) Lead Counsel shall post copies of the Settlement Notice and the Claim Form  
22 on its website, [www.kaplanfox.com](http://www.kaplanfox.com) and shall maintain the posting through the date of the  
23 Settlement Fairness Hearing;

24 (h) by no later than seven (7) business days after the Notice Date, Epiq shall  
25 cause the Summary Settlement Notice, substantially in the form attached hereto as Exhibit 3, to be  
26 published in *The Wall Street Journal* and *Investor’s Business Daily* and to be transmitted over the  
27 PR Newswire; and  
28

1 (i) by no later than the date Lead Counsel files its Motion for Final Approval,  
2 Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or  
3 declaration of the Claims Administrator, of such mailing and publication of the Settlement Notice  
4 and/or Summary Settlement Notice, as set forth above, including the number of potential Class  
5 Members as of that date who have validly and timely submitted requests for exclusion in the manner  
6 and with the information required in the Settlement Notice, and such declaration or affidavit shall  
7 be updated and filed, at least one calendar day prior to the Settlement Fairness Hearing.

8 5. **Nominee Procedures** – In connection with the previously disseminated Class  
9 Notices, securities brokers and other nominees (“Nominees”) were advised that, if they purchased  
10 Geron common stock during the Class Period for the beneficial interest of persons or entities other  
11 than themselves, they must either: (a) request from Epiq sufficient copies of the Class Notices to  
12 forward to all such beneficial owners and then forward those Class Notices to all such beneficial  
13 owners; or (b) provide a list of the names and addresses of all such beneficial owners to Epiq.

14 (a) For Nominees who chose the first option (*i.e.*, elected to mail the Class  
15 Notices directly to beneficial owners), Epiq shall forward the same number of Settlement Notice  
16 Packets to such Nominees no later than the Notice Date, and the Nominees shall, by no later than  
17 seven (7) calendar days after receipt of the Settlement Notice Packets, mail the Settlement Notice  
18 Packets to their beneficial owners. Epiq shall confirm in writing with each Nominee compliance  
19 with this Order and promptly notify the Court of any noncompliance;

20 (b) For Nominees who chose the second option (*i.e.*, provided a list of names  
21 and addresses of beneficial holders to Epiq), Epiq shall, by no later than the Notice Date, mail a  
22 copy of the Settlement Notice Packet to each of the beneficial owners whose names and addresses  
23 the Nominee previously supplied. Unless the Nominee purchased Geron common stock during the  
24 Class Period for beneficial owners whose names and addresses were not previously provided to  
25 Epiq, or is aware of a name or address change of one of its beneficial owners, such Nominees need  
26 not take any further action;

27 (c) For Nominees that purchased Geron common stock during the Class Period  
28 for beneficial owners whose names and addresses were not previously provided to Epiq or if a

1 Nominee is aware of name and address changes for beneficial owners whose names and addresses  
2 were previously provided to Epiq, such Nominees shall, by no later than seven (7) calendar days  
3 after receipt of the Settlement Notice, provide a list of the names and addresses of all such beneficial  
4 owners to Epiq, or shall request from Epiq sufficient copies of the Settlement Notice Packet to  
5 forward to all such beneficial owners, which the Nominee shall, within seven (7) calendar days of  
6 receipt of the Settlement Notice Packets from Epiq, mail to the beneficial owners. Epiq shall  
7 confirm in writing with each Nominee compliance with this Order and promptly notify the Court  
8 of any noncompliance.; and

9 (d) Upon full and timely compliance with this Order, Nominees who mail the  
10 Settlement Notice Packets to beneficial owners may seek reimbursement of their reasonable  
11 expenses actually incurred in complying with this Order by providing Epiq with proper  
12 documentation supporting the expenses for which reimbursement is sought. Such properly  
13 documented expenses incurred by Nominees in compliance with the terms of this Order shall be  
14 paid solely from the Settlement Fund, with any disputes as to the reasonableness or documentation  
15 of expenses incurred subject to review by the Court.

16 6. **Approval of Form and Content of Notice** – The Court (a) approves, as to form  
17 and content, the Settlement Notice, the Claim Form, and the Summary Settlement Notice, attached  
18 hereto as Exhibits 1, 2, and 3, respectively, and (b) finds that the mailing and distribution of the  
19 Settlement Notice and Claim Form and the publication of the Summary Settlement Notice in the  
20 manner and form set forth in paragraphs 4 and 5 of this Order (i) is the best notice practicable under  
21 the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to  
22 apprise Class Members of the pendency of the Action, of the effect of the proposed Settlement  
23 (including the Releases to be provided thereunder), of Lead Counsel’s motion for an award of  
24 attorneys’ fees and reimbursement of Litigation Expenses, of their right to object to the Settlement,  
25 the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and reimbursement of  
26 Litigation Expenses, and of their right to appear at the Settlement Fairness Hearing; (iii) constitutes  
27 due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the  
28 proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil

1 Procedure, the United States Constitution (including the Due Process Clause), the Private Securities  
2 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and  
3 rules. The date and time of the Settlement Fairness Hearing shall be included in the Settlement  
4 Notice and Summary Settlement Notice before they are mailed and published, respectively.

5 7. **Participation in the Settlement** – Class Members who wish to participate in the  
6 Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete  
7 and submit a Claim Form in accordance with the instructions contained therein. Unless the Court  
8 orders otherwise, all Claim Forms must be received or postmarked, if mailed, not later than  
9 \_\_\_\_\_. Notwithstanding the foregoing, Lead Counsel may, at its discretion, accept for  
10 processing late Claims provided such acceptance does not delay the distribution of the Net  
11 Settlement Fund to the Class. By submitting a Claim, a person or entity shall be deemed to have  
12 submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter  
13 of the Settlement.

14 8. Each Claim Form submitted must satisfy the following conditions: (a) it must be  
15 properly completed, signed, and submitted in a timely manner in accordance with the provisions of  
16 the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the  
17 transactions and holdings reported therein, in the form of broker confirmation slips, broker account  
18 statements, an authorized statement from the broker containing the transactional and holding  
19 information found in a broker confirmation slip or account statement, or such other documentation  
20 as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing  
21 the Claim Form is acting in a representative capacity, a certification of his, her, or its current  
22 authority to act on behalf of the Class Member must be included in the Claim Form to the  
23 satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete  
24 and contain no material deletions or modifications of any of the printed matter contained therein  
25 and must be signed under penalty of perjury.

26 9. Any Class Member who does not timely and validly submit a Claim Form or whose  
27 Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its  
28 right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any

1 distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement  
2 and all proceedings, determinations, orders, and judgments in the Action relating thereto, including,  
3 without limitation, the Judgment and the Releases provided for therein, whether favorable or  
4 unfavorable to the Class; and (d) will be barred from commencing, instituting, maintaining,  
5 prosecuting, or continuing to prosecute any of the Released Plaintiffs' Claims against any of the  
6 Defendants or the Defendants' Released Parties, as more fully described in the Stipulation and  
7 Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set  
8 forth in paragraph 7 above.

9       10.    **Exclusion From the Class** - Any member of the Class who wishes to exclude  
10 himself, herself, themselves, or itself from the Class must request exclusion in writing within the  
11 time and manner set forth in the Settlement Notice, which shall provide that: (a) any such request  
12 for exclusion from the Class must be mailed by First-Class U.S. Mail to: Geron Securities  
13 Litigation, EXCLUSIONS, c/o Epiq Class Action & Claims Solutions, P.O. Box 4574, Portland,  
14 OR 97208-4574. The request for exclusion must be postmarked by no later than \_\_\_\_\_ at  
15 midnight Pacific Time. Class Members may also submit their exclusion request online by no later  
16 than \_\_\_\_ at midnight Pacific Time to the Claims Administrator at  
17 www.GeronSecuritiesLitigation.com; and (b) each request for exclusion must: (i) state the name,  
18 address, telephone number and e-mail address (if e-mail address is available) of the person or entity  
19 requesting exclusion, and in the case of entities, the name and telephone number of the appropriate  
20 contact person; (ii) state that such person or entity requests exclusion from *Julia Junge and Richard*  
21 *Junge v. Geron Corp. and John A. Scarlett*, Case No. 20-cv-00547-WHA (N.D. Cal.); (iii) state  
22 whether the shares owned by the person requesting exclusion were owned in street name and, if so,  
23 by whom; (iv) provide documents sufficient to prove membership in the Class, including  
24 documents showing the number of shares of publicly-traded Geron common stock that the person  
25 or entity requesting exclusion (A) owned as of the opening of trading on March 19, 2018, and  
26 (B) purchased and/or sold during the Class Period (*i.e.*, from March 19, 2018, to September 26,  
27 2018, inclusive). Documentation establishing membership in the Class must consist of copies of  
28 brokerage confirmation slips or monthly brokerage account statements, or an authorized statement



1 from the broker for the person or entity requesting exclusion and containing the transactional and  
2 holding information found in a broker confirmation slip or account statement; and (v) the exclusion  
3 request must be signed by the person or entity requesting exclusion or an authorized representative.  
4 A request for exclusion shall not be effective unless it provides all the required information and is  
5 received by the time stated above, or is otherwise accepted by the Court.

6 11. Any person or entity who or that timely and validly requests exclusion in compliance  
7 with the terms stated in this Order and is excluded from the Class shall not be a Class Member,  
8 shall not be bound by the terms of the Settlement or any orders or judgments in the Action, shall  
9 not be permitted to object, and shall not receive any payment out of the Net Settlement Fund.

10 12. Any Class Member who or that does not timely and validly request exclusion from  
11 the Class in the manner stated in this Order (and did not previously submit a request for exclusion  
12 in response to the Original Class Notice); (a) shall be deemed to have waived his, her, their, or its  
13 right to be excluded from the Class; (b) shall be forever barred from requesting exclusion from the  
14 Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and  
15 the Settlement and all proceedings, determinations, orders, and judgments in the Action, including,  
16 but not limited to, the Judgment, if applicable, and the Releases provided for therein, whether  
17 favorable or unfavorable to the Class; and (d) will be barred from commencing, maintaining, or  
18 prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Released Parties,  
19 as more fully described in the Stipulation and Settlement Notice.

20 13. **Appearance and Objections at Settlement Fairness Hearing** – Any Class  
21 Member may enter an appearance in the Action, at his, her, or its own expense, individually or  
22 through counsel of his, her, or its own choice, by filing a notice of appearance with the Court such  
23 that it is filed or postmarked no later than twenty-one (21) calendar days prior to the Settlement  
24 Fairness Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an  
25 appearance will be represented by Lead Counsel.

26 14. Any Class Member may file a written objection to the proposed Settlement, the  
27 proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and  
28 reimbursement of Litigation Expenses and appear and show cause, if he, she, or it has any cause,

1 why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for  
2 attorneys' fees and reimbursement of Litigation Expenses should not be approved; *provided*,  
3 *however*, that no Class Member shall be heard or entitled to contest the approval of the terms and  
4 conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for  
5 attorneys' fees and reimbursement of Litigation Expenses unless that person or entity has filed a  
6 written objection with the Court. Any written objection, together with copies of all other papers  
7 and briefs supporting the objection, must be filed on the docket in the Action, which may be done  
8 in accordance with the directions in the Settlement Notice, which explain that Class Members may  
9 use the Court's electronic filing system known as PACER, may file the written objection and  
10 documents by appearing in person at any location of the United States District Court for the  
11 Northern District of California during business hours (posted on the Court's website), or may mail  
12 the written objection and documents to the Class Action Clerk, United States District Court for the  
13 Northern District of California, at the address set forth below, such that the written objection and  
14 documents are either filed or postmarked no later than twenty-one (21) calendar days prior to the  
15 Settlement Fairness Hearing.

16 United States District Court  
17 Northern District of California  
18 Class Action Clerk  
19 Phillip Burton Federal Building & U.S. Courthouse  
20 450 Golden Gate Avenue  
21 San Francisco, CA 94102

22 15. Any objections, filings, and other submissions by the objecting Class Member must  
23 clearly identify the case name and action number, *Junge, et al. v. Geron Corporation, et al.*, Case  
24 No. 3:20-cv-00547-WHA (N.D. Cal.), and they must: (a) state the name, address, and telephone  
25 number of the person or entity objecting and must be signed by the objector; (b) state whether the  
26 objector is represented by counsel and, if so, the name, address, and telephone number of the  
27 objector's counsel; (c) contain a statement of the Class Member's objection or objections, and the  
28 specific reasons for each objection, including any legal and evidentiary support the Class Member  
wishes to bring to the Court's attention and whether the objection applies only to the objector, to a  
specific subset of the Class, or to the entire Class; and (d) include documents sufficient to prove

1 membership in the Class, consisting of documents showing the number of shares of publicly-traded  
2 Geron common stock that the objector (i) owned as of the opening of trading on March 19, 2018,  
3 and (ii) purchased/acquired and/or sold during the Class Period (*i.e.*, from March 19, 2018, to  
4 September 26, 2018, inclusive), as well as the dates, number of shares, and prices for each such  
5 purchase/acquisition and sale. Documentation establishing membership in the Class must consist  
6 of copies of brokerage confirmation slips or monthly brokerage account statements, or an  
7 authorized statement from the objector's broker containing the transactional and holding  
8 information found in a broker confirmation slip or account statement. Objectors who enter an  
9 appearance and desire to present evidence at the Settlement Fairness Hearing in support of their  
10 objection must include in their written objection or notice of appearance the identity of any  
11 witnesses they may call to testify and any exhibits they intend to introduce into evidence at the  
12 hearing.

13 16. Any Class Member who does not make his, her, or its objection in the manner  
14 provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the  
15 proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for an award of  
16 attorneys' fees and reimbursement of Litigation Expenses and shall be forever barred and  
17 foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan  
18 of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being  
19 heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and  
20 Litigation Expenses in this or any other proceeding. Class Members who object will still be bound  
21 by the Judgment and Court's orders even if the Court does not accept their objection(s). Class  
22 Members who object are still eligible to submit a Claim Form and receive payment under the  
23 Settlement if they submit an eligible claim.

24 17. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court  
25 stays all proceedings in the Action other than proceedings necessary to carry out or enforce the  
26 terms and conditions of the Stipulation. Pending final determination of whether the Settlement  
27 should be approved, the Court bars and enjoins Lead Plaintiffs, and all other members of the Class,  
28

1 from commencing, instituting, maintaining, prosecuting, or continuing to prosecute any and all of  
2 the Released Plaintiffs' Claims against any of the Defendants or the Defendants' Released Parties.

3 18. **Settlement Administration Fees and Expenses** – All Notice and Administration  
4 Costs, including the reasonable costs incurred in identifying Class Members and notifying them of  
5 the Settlement as well as in administering the Settlement, shall be paid as set forth in the Stipulation.  
6 However, and notwithstanding anything different or contrary in the Stipulation, no Notice and  
7 Administration Costs in excess of \$250,000 shall be paid without prior approval of the Court. In  
8 addition, pursuant to the terms of the Stipulation, any Notice and Administration Costs paid prior  
9 to the Settlement Fairness Hearing shall require Court approval.

10 19. **Settlement Fund** – The contents of the Settlement Fund held by Truist Bank, a  
11 Northern California banking corporation (which the Court approves as the Escrow Agent), shall be  
12 deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the  
13 jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation  
14 and/or further order(s) of the Court.

15 20. **Taxes** – Lead Counsel is authorized and directed to require the Claims  
16 Administrator or Escrow Agent to prepare any tax returns and any other tax reporting form for or  
17 in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to  
18 the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any  
19 reporting or filings in respect thereof without further order of the Court in a manner consistent with  
20 the provisions of the Stipulation.

21 21. **Termination of Settlement** – If the Settlement is terminated as provided in the  
22 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails  
23 to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect,  
24 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the  
25 rights of the Lead Plaintiffs, the other Class Members, and Defendants, and the Parties shall revert  
26 to their respective positions in the Action immediately prior to the execution of the Term Sheet on  
27 August 19, 2022, as provided in the Stipulation.

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1           22.    **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation (whether or  
2 not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or  
3 any other plan of allocation that may be approved by the Court), the negotiations leading to the  
4 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in  
5 connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any  
6 arguments proffered in connection therewith): (a) shall be offered against any of the Defendants’  
7 Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption,  
8 concession, or admission by any of the Defendants’ Released Parties with respect to the truth of  
9 any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted  
10 or the deficiency of any defense that has been or could have been asserted in this Action or in any  
11 other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the  
12 Defendants’ Released Parties or in any way referred to for any other reason as against any of the  
13 Defendants’ Released Parties, in any arbitration proceeding or other civil, criminal, or  
14 administrative action or proceeding, other than such proceedings as may be necessary to effectuate  
15 the provisions of the Stipulation; (b) shall be offered against any of the Plaintiffs’ Released Parties,  
16 as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or  
17 admission by any of the Plaintiffs’ Released Parties that any of their claims are without merit, that  
18 any of the Defendants’ Released Parties had meritorious defenses, or that damages recoverable  
19 under the Amended Complaint would not have exceeded the Settlement Amount or with respect to  
20 any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other  
21 reason as against any of the Plaintiffs’ Released Parties, in any arbitration proceeding or other civil,  
22 criminal, or administrative action or proceeding, other than such proceedings as may be necessary  
23 to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees  
24 as an admission, concession, or presumption that the consideration to be given under the Settlement  
25 represents the amount that could be or would have been recovered after trial; *provided, however,*  
26 that if the Stipulation is approved by the Court, the Parties and the Releasees and their respective  
27 counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise  
28 to enforce the terms of the Settlement. Defendants’ Released Parties may file the Stipulation and/or

1 the Judgment from this Action in any other action that may be brought against them in order to  
2 support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,  
3 good faith settlement judgment bar or reduction, or any theory of claim preclusion or issue  
4 preclusion or similar defense or counterclaim.

5 23. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in  
6 support of the proposed Settlement, the Plan of Allocation, and Lead Counsel’s motion for an award  
7 of attorneys’ fees and reimbursement of Litigation Expenses no later than thirty-five (35) calendar  
8 days prior to the Settlement Fairness Hearing; and reply papers, if any, shall be filed and served no  
9 later than seven (7) calendar days prior to the Settlement Fairness Hearing.

10 24. **Partial Funding of Settlement Fund.** Within twenty (20) business days of entry  
11 of this Order, Geron shall pay and/or cause its insurance carriers to pay \$17 million in cash into the  
12 Settlement Fund pursuant to the terms of the Stipulation.

13 25. The Court retains jurisdiction to consider all further applications arising out of or  
14 connected with the proposed Settlement.

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SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A-1

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JULIA JUNGE and RICHARD JUNGE, on behalf of  
themselves and a class of similarly situated investors,

Plaintiffs,

v.

GERON CORPORATION and JOHN A. SCARLETT,

Defendants.

Case No.: 3:20-cv-00547-WHA

(Consolidated with Case  
No. 3:20-cv-01163-WHA)

(Related Cases:

No. 3:20-cv-02823-WHA  
No. 3:22-mc-80051-WHA)

**NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF  
ALLOCATION; (II) SETTLEMENT FAIRNESS HEARING; AND  
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES AND SERVICE AWARDS  
TO LEAD PLAINTIFFS**

**To: All persons who purchased Geron Corporation (“Geron”) common stock during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”), and who were damaged thereby (the “Class”).**

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer***

**NOTICE OF SETTLEMENT:** This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the “Court”). Please be advised that Lead Plaintiffs and Class Representatives Julia Junge and Richard Junge (“Lead Plaintiffs”), on behalf of themselves and the Court-certified Class (as defined in ¶30 below), have reached a proposed settlement of the above-captioned securities class action lawsuit (“Action”) for a total of \$24,000,000 (\$17,000,000 in cash and \$7,000,000 in either Settlement Stock and/or cash, at Geron’s option) that, if approved, will resolve all claims in the Action (the “Settlement”).<sup>1</sup> The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement, dated September 2, 2022 (the “Stipulation”).

This Notice is directed to you because you may be a member of the Class (*i.e.*, you purchased Geron common stock during the Class Period). If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in May 2022 (the “Original Class Notice”), this Notice does not apply to you. A list of the persons and entities who previously requested exclusion from the Class is available at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

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<sup>1</sup> No Settlement Stock will be issued to Class Members. Rather, Settlement Stock will be sold and the proceeds maintained as part of the Settlement Fund for distribution as ordered by the Court.



**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Class, your legal rights will be affected even if you do nothing in response to this Notice.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to receive a payment from the Settlement, please DO NOT contact the Court, Defendants, or Defendants' Counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶98 below).**

1. **Description of the Action and the Class:** This Notice relates to a proposed settlement of claims in a pending consolidated securities class action (the "Action") brought by investors alleging, among other things, that Geron and its Chief Executive Officer Dr. John A. Scarlett ("Dr. Scarlett" and, together with Geron, "Defendants") violated the federal securities laws by making false and misleading statements concerning Geron's single drug in development during the Class Period, imetelstat, and the results of a Phase 2 clinical trial concerning that drug known as IMbark. The Action also alleges that Geron and certain Company insiders sold Geron common stock at inflated prices during the Class Period while in possession of material, non-public information concerning the results from IMbark. A more detailed description of the Action is set forth in ¶¶11-29 below. The proposed Settlement, if approved by the Court, will settle claims of the Class, as defined in ¶30 below. Only persons or entities who purchased Geron common stock during the Class Period may be Class Members.

2. **Statement of the Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Class, have agreed to settle the Action in exchange for \$24,000,000 (the "Settlement Amount"), which shall be paid by Geron or on its behalf by the Company's insurance carriers in the form of \$17,000,000 in cash and, at Geron's option, either an additional \$7,000,000 in cash and/or Settlement Stock (which shall be sold and the proceeds included in the Settlement Fund, and to be deposited into an Escrow Account). The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; (v) any service awards to the Lead Plaintiffs; and (vi) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth at pages 14 to 18 of this Notice. The Plan of Allocation will determine how the Net Settlement Fund shall be allocated among members of the Class.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiffs' damages expert's estimate of the number of shares of Geron common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) is \$0.17 per affected share. Class Members should note, however, that the foregoing average recovery is only an estimate. Some Class Members may recover more or less than the estimated amount depending on, among other factors, when and at what prices they purchased or sold their shares, and the total number and value of valid Claim Forms submitted. Distributions to Class Members will be made based on the Plan of Allocation set forth at pages 14 to 18 or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share of Geron common stock that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants deny the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their alleged conduct.

5. **Attorneys’ Fees and Expenses Sought and Service Awards to Lead Plaintiffs:** Lead Counsel, which has been prosecuting the Action on a wholly contingent basis, has not received any payment of attorneys’ fees for their representation of the Class and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 18% of the Settlement Fund, or \$4.32 million, plus interest. In addition, Lead Counsel will apply for payment of Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$1,140,000. In addition, Lead Plaintiffs will apply for service awards (including any lost wages) in the total amount of \$12,500. Any fees, expenses and service awards approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees, awards or expenses. The estimated average cost for such fees, awards and Litigation Expenses, if the Court approves Lead Counsel’s fee and expense application, including the service awards to the Lead Plaintiffs, is \$0.04 per affected share.

6. **Identification of Attorneys’ Representatives:** Lead Plaintiffs and the Class are represented by Laurence D. King of Kaplan Fox & Kilsheimer LLP, 1999 Harrison Street, Suite 1560, Oakland, CA 94612, email [lking@kaplanfox.com](mailto:lking@kaplanfox.com), and Jeffrey P. Campisi of Kaplan Fox & Kilsheimer LLP, 850 Third Avenue, New York, NY 10022, email [jcampisi@kaplanfox.com](mailto:jcampisi@kaplanfox.com). The contact phone for Mr. King and Mr. Campisi is 1-800-290-1952.

7. **Reasons for the Settlement:** Lead Plaintiffs’ principal reason for entering into the Settlement is the substantial and certain recovery for the Class without the risk or the delays inherent in further litigation. The substantial recovery provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after a contested summary judgment motion, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<p><b>SUBMIT A CLAIM FORM POSTMARKED BY NO LATER THAN _____, 20____.</b></p> <p>See ¶48 below for details</p>	<p>This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶41 below) that you have against Defendants and Defendants’ Released Parties (defined in ¶44 below), so it is in your interest to submit a Claim Form.</p>
<p><b>EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED BY NO LATER THAN _____, 20____ AT MIDNIGHT PACIFIC TIME.</b></p> <p><b>TO BE TIMELY RECEIVED, THE WRITTEN REQUEST FOR EXCLUSION MUST EITHER BE</b></p>	<p>If you exclude yourself from the Class, you will not be eligible to receive any payment from the Settlement Fund or object to the Settlement. This is the only option that may allow you to ever be part of any other lawsuit against Defendants or Defendants’ Released Parties concerning the Released Plaintiffs’ Claims.</p>

<p><b>MAILED TO THE CLAIMS ADMINISTRATOR WITH A POSTMARK BY ___ AT MIDNIGHT PACIFIC TIME, OR BE SUBMITTED ONLINE BY THAT SAME TIME TO THE WEBSITE HOSTED FOR THIS ACTION BY THE CLAIMS ADMINISTRATOR.</b></p>	
<p><b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED BY THE COURT BY NO LATER THAN _____, 20___ AT MIDNIGHT PACIFIC TIME.</b></p> <p><b>RECEIPT BY THE COURT MEANS THE WRITTEN OBJECTION IS FILED ON THE DOCKET OR MAILED WITH THE DATE POSTMARKED BY MIDNIGHT PACIFIC TIME ON _____. THIS NOTICE AT ¶¶84-85 PROVIDES INFORMATION ON HOW TO FILE THE OBJECTIONS OR, AT YOUR OPTION, WHERE TO MAIL THE OBJECTIONS. (THE “FILING OPTIONS”).</b></p>	<p>If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or the request for attorneys’ fees and Litigation Expenses and service awards to Lead Plaintiffs, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Class Member and do not request exclusion. If you object, you will still be bound by the orders of the Court, even if your objection is overruled. If you object, you may still submit a Claim Form and will be eligible for a payment from the Settlement, if the Settlement is approved.</p>
<p><b>GO TO A HEARING ON _____, 2023 AT _____M. PACIFIC TIME, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED BY NO LATER THAN _____. THE FILING OPTIONS DESCRIBED AT __ PROVIDE YOU WITH THE INFORMATION ON HOW TO SUBMIT YOUR NOTICE.</b></p>	<p>Filing a written objection and notice of intention to appear by _____ at midnight (Pacific Time) allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and Litigation Expenses and service awards to Lead Plaintiffs. In the Court’s discretion, the _____, 2023 hearing may be conducted by telephone or video conference (see ¶83 below). If you submit a written objection, you may (but you do not have to) participate in the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p><b>DO NOTHING.</b></p>	<p>If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgment(s) or orders entered by the Court in the Action.</p>

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## WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased Geron common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the terms of the proposed Settlement of the Action and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and the proposed Plan of Allocation, as well as the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses, and the requested service awards to the Lead Plaintiffs (the "Settlement Fairness Hearing"). See ¶¶81-85 below for details about the Settlement Fairness Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still must decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

**WHAT IS THIS CASE ABOUT?**

11. Geron is a clinical stage biopharmaceutical company. During the Class Period, Geron's common stock traded on the Nasdaq under the symbol GERN.

12. Beginning on January 23, 2020, two related securities class actions brought on behalf of investors in Geron common stock were filed in the United States District Court for the Northern District of California (the "Court"). On May 14, 2020, the Court entered an Order appointing Julia Junge and Richard Junge as Lead Plaintiffs pursuant to the Private Securities Litigation Reform Act of 1995, consolidating all related actions, and inviting applications for Lead Counsel. On July 27, 2020, the Court entered an Order approving Lead Plaintiffs' selection of Kaplan Fox & Kilsheimer LLP ("Kaplan Fox") as Lead Counsel.

13. On August 20, 2020, Lead Plaintiffs filed a Consolidated Class Action Complaint For Violations of the Federal Securities Laws ("Consolidated Complaint") against Geron and Dr. Scarlett. On October 1, 2020, Defendants filed a motion to dismiss the Consolidated Complaint. On October 12, 2020, the Court entered a Stipulation and Order that permitted the Lead Plaintiffs to submit a further amended complaint pursuant to Rule 15 of the Federal Rules of Civil Procedure and set a briefing schedule for any motion(s) to dismiss in response thereto.

14. On October 22, 2020, Lead Plaintiffs filed the operative complaint in the Action, the Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (the "Amended Complaint") against Geron and Dr. Scarlett. The Amended Complaint asserts claims against Geron and Dr. Scarlett under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against Dr. Scarlett under Section 20(a) of the Exchange Act. Among other things, the Amended Complaint alleges that, during the period from March 19, 2018, to September 26, 2018, inclusive (the "Class Period"), Defendants made materially false and misleading statements concerning the Company's single drug in development, imetelstat, and the results of a Phase 2 clinical trial known as the IMbark study<sup>2</sup>, and that Geron and certain Company insiders sold Geron common stock at inflated prices while in possession of material, non-public information concerning the results from in the IMbark study. The Amended Complaint further alleges that Defendants' misstatements caused the price of Geron common stock to be inflated during the Class Period and to decline when the alleged truth emerged through a corrective disclosure on September 27, 2018, resulting in financial losses to those who purchased Geron common stock at the alleged inflated price.

15. On November 23, 2020, Defendants filed a motion to dismiss the Amended Complaint. On December 10, 2020, Lead Plaintiffs filed their opposition to Defendants' motion to dismiss the Amended Complaint. On December 17, 2020, Defendants filed their reply in support of the motion to dismiss the Amended Complaint. On February 8, 2021, the Court heard oral argument on Defendants' motion to dismiss the Amended Complaint.

16. On April 12, 2021, the Court granted in part, and denied in part, Defendants' motion to dismiss (the "April 12 Order"), sustaining certain claims against Defendants under Section 10(b) of the Exchange Act and the Section 20(a) control person claim under the Exchange Act against Dr. Scarlett. On April 29, 2021, Lead

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<sup>2</sup> The IMbark study was designed to examine the use of imetelstat for the treatment of Myelofibrosis ("MF").

Plaintiffs notified the Court that they elected to stand on the Amended Complaint and not file a further amendment in response to the April 12 Order.

17. On May 13, 2021, Defendants filed their Answer to the Amended Complaint.

18. On May 18, 2021, the Parties conducted their Fed. R. Civ. P. Rule 26 conference, after which discovery commenced in the Action. To date, Lead Plaintiffs have produced over 2,000 pages of documents to Defendants, and Defendants and third parties have produced more than 426,000 pages of documents (not including pages produced in native format, *e.g.*, PowerPoint and Microsoft Excel files) to Lead Plaintiffs. Lead Plaintiffs deposed 11 fact or expert witnesses and Defendants deposed both of the Lead Plaintiffs and Lead Plaintiffs' class certification expert.

19. On August 26, 2021, the Court held an Initial Case Management Conference.

20. On August 27, 2021, the Court entered a Case Management Order, which set the initial trial schedule for the Action.

21. On September 30, 2021, Lead Plaintiffs filed a motion for class certification. Between then and November 4, 2021, the parties produced documents, deposed each other's experts on class certification issues, Defendants deposed the Lead Plaintiffs, Defendants filed their opposition brief, and Lead Plaintiffs filed their reply brief. Following full briefing on the motion, on April 2, 2022, the Court issued an Order certifying the Class, appointing Lead Plaintiffs as Class Representatives for the certified Class, and appointing Lead Counsel Kaplan Fox as Class Counsel for the certified Class.

22. On May 3, 2022, the Court approved the Original Class Notice to notify the Class of, among other things: (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Original Class Notice was July 22, 2022. A list of the persons and entities who requested exclusion pursuant to the Original Class Notice is available at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

23. On April 28, 2022, the Court entered the Joint Stipulation and Order Requesting Referral to Magistrate Judge for Settlement Conference. On April 29, 2022, the Court referred the Parties to Magistrate Judge Donna M. Ryu ("Judge Ryu") for purposes of overseeing mediation/settlement discussions between the Parties.

24. On May 2, 2022, Judge Ryu issued a Notice of Settlement and Settlement Conference Order, setting a Zoom settlement conference for May 31, 2022.

25. On May 31, 2022, the Parties held a settlement conference session, via Zoom, which was also attended by Geron's insurance carriers, but did not reach an agreement to settle the Action. Following the May 31, 2022, settlement conference with Judge Ryu, the Parties continued their discussions for several weeks but were unable to reach an agreement to settle the Action. During this period, the Parties continued to prepare to submit opening expert reports. Lead Plaintiffs also continued to pursue discovery from non-party Janssen Biotech, Inc. ("Janssen"), as documented during a July 14, 2022, Status Conference with the Court.

26. On July 20, 2022, the Parties participated in a call with Judge Ryu concerning the status of potential settlement discussions, and also had scheduled a second settlement conference, via Zoom, with Judge Ryu on August 12, 2022.

27. During the August 12, 2022 settlement conference supervised by Judge Ryu, which was, again, also attended by Geron's insurance carriers, the Parties reached an agreement in principle to settle the Action that was subsequently memorialized in a term sheet (the "Term Sheet") executed on August 19, 2022. The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants' Released Parties in return for a payment of \$24 million, to be paid by Defendants and/or their insurers, consisting of \$17 million in cash for the benefit of the Class, plus \$7 million in Settlement Stock (as defined in the Stipulation) and/or cash at Geron's option, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers. The Stipulation is the agreement of the Parties that will be presented for approval to the Court at the Settlement Fairness Hearing.

28. On September 2, 2022, the Parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation is available at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). Lead Plaintiffs and Geron also entered into a confidential Supplemental Agreement, which gives Geron the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and Geron.

29. On September 2, 2022, Lead Plaintiffs moved for preliminary approval of the Settlement, and on \_\_\_\_\_, 2022, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE CLASS?**

30. If you are a member of the Class, you are subject to the Settlement unless you timely request to be excluded from the Class. The Class means the class certified in the Court's Order on Motion for Class Certification dated April 2, 2022 (ECF No. 206). The Class consists of:

all persons who purchased Geron common stock during the period from March 19, 2018, to September 26, 2018, inclusive (the "Class Period"), and who were damaged thereby.

Excluded from the Class by definition are the Defendants, directors and officers of Geron, and their families and affiliates. Also excluded from the Class are (i) all persons and entities who excluded themselves by previously submitting a request for exclusion from the Class in response to the Original Class Notice; (ii) all persons and entities who exclude themselves from the Class by submitting a request for exclusion in response to this Settlement Notice that is accepted by the Court. See "What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself," below. If you previously requested exclusion from the Class, you do not need to do so again. A list of all persons or entities who previously submitted a request for exclusion from the Class is available at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

**PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to a payment from the Settlement.**

If you are a Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice, and the required supporting documentation as set forth therein, sent by First-Class U.S. Mail to the Claims Administrator, and postmarked no later than \_\_\_\_\_, or submitted online no later than \_\_\_\_\_ to the Claims Administrator at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

#### WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

31. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through the Court's ruling on summary judgment, pre-trial motions, a trial, and appeals, as well as the very substantial risks they would face in establishing liability and damages. For example, Defendants have maintained throughout the Action that Lead Plaintiffs will face challenges in proving scienter—*i.e.*, that Defendants knowingly or recklessly deceived investors. Defendants maintain that Defendant Dr. Scarlett's lack of stock sales during the Class Period supports the inference that he did not act knowingly or recklessly, and that the stock sales by the Company and other insiders do not support a showing of scienter.

32. Defendants also assert that Defendants' failure to reveal the actual results of the IMbark trial data are not actionable securities fraud because the data was not objectively adverse, but open to subjective interpretation. Defendants assert that the IMbark study's reporting of metrics on spleen volume response (*i.e.*, a reduction in spleen size, an adverse physical impact of MF) and total symptom score (*i.e.*, a reduction in symptoms of those suffering from MF) did not have to meet any statistical threshold for imetelstat to advance in its clinical development from Phase 2 (the level of the IMbark study) to Phase 3 or to enable FDA approval of imetelstat. This dispute has been and would continue to be a core dispute between the Parties at summary judgment or trial, and potentially a battle of the experts issue with an unpredictable outcome before a jury. Defendants also assert that Lead Plaintiffs would be unable to prove that Defendants knew of Janssen's decision to terminate in advance of its public announcement, or that Janssen's decision was based on the IMbark study results.

33. Defendants assert that Geron's announcement of the clinical trial data on the IMbark study at the end of the Class Period was issued at the same time as the announcement that Geron's collaboration partner in the study, Janssen, announced a decision to discontinue the collaboration, and that therefore it is uncertain what, if any, portion of the resulting stock decline may be attributed to the disclosure of the allegedly adverse IMbark study data, presenting challenges to proof of loss causation and damages.

34. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Class, namely \$24,000,000 (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery, after summary judgment, trial, and appeals, possibly years in the future.

35. Defendants have vigorously denied and continue to deny each and all of the claims asserted against them in the Action and deny that the Class was harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants have agreed to the Settlement solely to eliminate the burden and expense of



continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

36. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

### **HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

37. As a Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf as provided in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

38. If you are a Class Member and do not wish to remain a Class Member, you must exclude yourself from the Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself?,” below. If you exclude yourself, you will not be able to receive a payment from the Settlement and you will not be able to object to the Settlement.

39. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, and/or Lead Counsel’s application for attorneys’ fees and Litigation Expenses or the service awards for Lead Plaintiffs, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

40. If you are a Class Member and you do not exclude yourself from the Class, you will be bound by any orders issued by the Court. Even if you object and your objection is overruled by the Court, you will still be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims in the Action against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of themselves will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all of the Released Plaintiffs’ Claims (as defined in ¶41 below) against Defendants and Defendants’ Released Parties (as defined in ¶44 below), whether or not such Class Member executes and delivers a Claim or objects to the Settlement, and will forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Released Parties. This Release shall not apply to any of the Excluded Plaintiff’s Claims.

41. As defined in the Stipulation and used in this Notice, “Released Plaintiffs’ Claims” means all claims, including Unknown Claims, that were actually asserted against Defendants in the Amended Complaint, or that arise out of, are based upon, or relate to the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions asserted in the Amended Complaint and concern claims or causes

action relating to the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions alleged in the Amended Complaint that could have been asserted, but were not actually asserted against Defendants in the Amended Complaint. Released Plaintiffs' Claims do not include any of the following claims: (i) claims relating to the enforcement of the Settlement; (ii) claims asserted in any pending derivative action, including, without limitation, claims asserted in *In re Geron Corporation Stockholder Derivative Action*, Master File No. 3:20-cv-02823-WHA (N.D. Cal.); *In re Geron Corporation Stockholder Derivative Litigation*, Case No. 1:20-cv-1207 (D. Del.); *In re Geron Corporation Stockholder Derivative Litigation*, Consolidated C.A. No. 2020-0684-SG (Del. Ch.); *Penney v. Scarlett*, Case No. 21CIV03165 (San Mateo Cty. Sup. Ct.) and any related or consolidated cases; (iii) claims of the persons or entities who submitted a request for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class has been accepted by the Court, in connection with the Original Class Notice (as set forth in Appendix 1 to the Stipulation); and (iii) claims of any persons or entities who submit a request for exclusion from the Class in connection with the Settlement Notice ("Excluded Plaintiffs' Claims").

42. As defined in the Stipulation and used in this Notice, "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include any of the following claims: (i) claims relating to the enforcement of the Settlement; (ii) claims against the persons or entities who submitted a request for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class has been accepted by the Court, in connection with the Original Class Notice (as set forth in Appendix 1 to the Stipulation); or (iii) claims against any persons or entities who submit a request for exclusion from the Class in connection with the Settlement Notice ("Excluded Defendants' Claims").

43. As defined in the Stipulation and used in this Notice, "Plaintiffs' Released Parties" means Lead Plaintiffs and Class Representatives, Lead Counsel and Class Counsel, and the members of the Class.

44. As defined in the Stipulation and used in this Notice, "Defendants' Released Parties" means Defendants and their Related Parties.

45. As defined in the Stipulation and used in this Notice, "Unknown Claims" means any "Unknown Claims" means any Released Plaintiffs' Claims which Lead Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement, including, but not limited to, whether or not to object to the Settlement or the Released Claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Defendants' Related Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived, the provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Unknown Claims are limited to those that (a) Lead Plaintiffs or any other Class Member or Defendants (i) asserted in the Amended Complaint or Action or (ii) arise out of or relate to the allegations, transactions, facts, events, matters, occurrences, representations, or omissions asserted in the Amended Complaint or Action and concern claims or causes of action of or by Lead Plaintiffs or any other Class Member who purchased or otherwise acquired Geron common stock during the Class Period and were allegedly damaged thereby. Lead Plaintiffs and any other Class Member, and Defendants may hereafter discover facts in addition to or different from those that he, she, it or their counsel now knows or believes to be true with respect to the subject matter of Released Plaintiffs' Claims and Released Defendants' Claims, but they stipulate and agree that, upon the Effective Date of the Settlement, they shall expressly waive and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Unknown Claims. The Parties acknowledge, and each of the Class Members and Defendants' Related Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

46. In addition to the provisions noted at ¶¶40-45 above, the Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their Related Parties, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims (as defined in ¶42) against Lead Plaintiffs and Plaintiffs' Released Parties (as defined in ¶43), and will forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Defendants' Claims against any of the Plaintiffs' Released Parties. This Release shall not apply to any of the Excluded Defendants' Claims.

47. The Judgment will also provide that, no person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Released Parties and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel, and all other Releasees shall have no liability whatsoever for the acceptance, holding and/or sale of the Settlement Stock, the investment or distribution of the Settlement Fund (of which the Settlement Stock or its liquidated value is a part) or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

#### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

48. To be eligible for a payment from the Settlement, you must be a member of the Class and you must timely complete and return **the Claim Form with adequate supporting documentation by no later than midnight Pacific Time on \_\_\_\_\_ by First-Class U.S. Mail** to the Claims Administrator at the address listed below (*postmarked by due date*), **or submit the Claim Form and supporting documentation online at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com), by no later than midnight Pacific Time on \_\_\_\_\_**. You may submit your Claim Form any time before the deadline.

49. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-844-754-5537 or by emailing the Claims Administrator at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com). **Please retain all records of your ownership of and transactions in Geron common stock, as they will be needed to document your Claim.** The Parties

and Claims Administrator do not have information about your transactions in Geron common stock. If you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

### HOW MUCH WILL MY PAYMENT BE?

50. At this time, it is not possible to make any determination as to how much money any individual Class Member may receive from the Settlement. As noted above, recovery will be impacted by the total number of valid Claim Forms submitted by Authorized Claimants, and among other factors, when and at what prices you purchased or sold your shares.

51. Pursuant to the Settlement, Geron has agreed to pay or cause to be paid a total of \$24,000,000 (the “Settlement Amount”), payable in two parts, the first being a payment of \$17 million in cash and the second being a payment of \$7 million which, at Geron’s option, may be paid in cash and/or Settlement Stock as provided in the Stipulation. The Settlement Amount will be deposited into an Escrow Account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

52. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

53. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, any actions of the Escrow Agent, or the Plan of Allocation.

54. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

55. Unless the Court otherwise orders, any Class Member who or which fails to submit a Claim Form by the deadline shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a member of the Class and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given. This means that each Class Member releases the Released Plaintiffs’ Claims (as defined in ¶41 above) against the Defendants’ Released Parties (as defined in ¶44 above) and will be barred and enjoined from prosecuting any of the Released Plaintiffs’ Claims against any of the Defendants’ Released Parties whether or not such Class Member submits a Claim Form.

56. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

57. Only members of the Class will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or that previously excluded themselves from the Class pursuant to request or who now exclude themselves from the Class by request will not be eligible for a

payment and should not submit Claim Forms. The only security that is included for Class Members to submit a claim on in the Settlement is Geron common stock.

### **PROPOSED PLAN OF ALLOCATION**

58. The objective of the Plan of Allocation set forth below is to equitably distribute Settlement proceeds to those Authorized Claimants who allegedly suffered economic losses as a proximate result of the wrongdoing set forth in the Amended Complaint. The Plan of Allocation generally measures the amount of loss that Authorized Claimants can claim for purposes of making *pro rata* allocations of the Settlement proceeds. To design this Plan, Class Counsel has conferred with their damages expert. However, the Plan of Allocation is not a formal damages analysis. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of the amounts that Authorized Claimants might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The calculations made pursuant to the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Settlement proceeds.

59. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the investor's loss and inflation paid at the time of purchase must exceed the inflation at time of sale. In this case, Lead Plaintiffs alleged that Defendants made false statements and omitted material facts during the period between March 19, 2018, through and including September 26, 2018, which had the effect of artificially inflating the prices of Geron common stock. Lead Plaintiffs alleged that artificial inflation was removed from Geron's common stock on September 27, 2018, and September 28, 2018, in reaction to information disclosed on September 27, 2018 (prior to market hours).

60. In order to have a "Recognized Loss Amount" under the Plan of Allocation, the security must have been purchased during the Class Period and held through at least until September 27, 2018, the date where the alleged new corrective information was released to the market that resulted in a statistically significant change in market price of Geron's common stock.

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

61. A Recognized Loss Amount will be calculated by the Claims Administrator as set forth below for each purchase of Geron common stock from March 19, 2018, through and including September 26, 2018, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that a calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero.

**62. For each share of Geron common stock purchased from March 19, 2018, through and including September 26, 2018, and:**

- A. Sold before September 27, 2018, the Recognized Loss Amount for each such share shall be zero.
- B. Sold on September 27, 2018, the Recognized Loss Amount for each such share shall be *the least of*:
  - (i) \$2.46; or
  - (ii) the purchase price of each such share multiplied by 0.45; or

- (iii) the actual purchase price of each such share *minus* the closing price on September 27, 2018, as set forth in Table 1 below; or
  - (iv) the actual purchase price *minus* the actual sale price.
- C. Sold during the period from September 28, 2018, through and including December 24, 2018, the Recognized Loss Amount for each such share shall be *the least of*:
- (i) \$2.81; or
  - (ii) the purchase price of each such share multiplied by 0.45; or
  - (iii) the actual purchase price of each such share *minus* the average closing price from September 27, 2018, up to the date of sale as set forth in Table 1 below; or
  - (iv) the actual purchase price *minus* the actual sale price.
- D. Held as of the close of trading on December 24, 2018, the Recognized Loss Amount for each such share shall be *the least of*:
- (i) \$2.81; or
  - (ii) the purchase price of each such share multiplied by 0.45; or
  - (iii) the actual purchase price of each such share *minus* \$1.57.<sup>3</sup>

#### ADDITIONAL PROVISIONS

63. **FIFO Matching:** If a Claimant has more than one purchase or sale of Geron common stock during the Class Period, all purchases and sales shall be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

64. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above.

65. **Purchase/Sale Dates and Prices:** Purchases and sales of Geron common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. All purchase

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<sup>3</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the PSLRA, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Geron common stock during the 90-day look-back period, September 27, 2018, through December 24, 2018. The mean (average) closing price for Geron common stock during this 90-day look-back period was \$1.57.

and sale prices shall exclude any fees, taxes, and commissions. The receipt or grant of Geron common stock by gift, inheritance or operation of law during the Class Period shall not be deemed a purchase or sale for the calculation of a Claimant's Recognized Loss Amount pursuant to the calculations set forth above, and such receipt or grant shall not be deemed an assignment of any claim relating to the purchase or sale of such Geron Securities, unless (i) the donor or decedent purchased such securities during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Geron Securities.

66. **Short Sales:** With respect to the calculation of a Claimant's Recognized Loss Amount, the date of covering a short sale is deemed to be the date of purchase of the stock, and the date of a short sale is deemed to be the date of sale. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on short sales, including purchases covering short sales, during the Class Period is zero. In the event that a Claimant has an opening short position in Geron common stock, the earliest Class Period purchases shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

67. **Eligible Securities:** Geron common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Geron common stock purchased or sold through the exercise of an option, the purchase/sale date of the Geron common stock will be the exercise date of the option and the purchase/sale price will be the exercise price of the option.

68. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

69. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

70. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

71. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund nine (9) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective.

72. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs and Class Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may

modify the Plan without further notice to the Settlement Class. Any orders regarding a modification of the Plan of Allocation will be posted to the website for this Settlement, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

TABLE 1

**Geron Common Stock Closing Price and Average Closing Price  
September 27, 2018 – December 24, 2018**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between September 27, 2018 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between September 27, 2018 and Date Shown</b>
9/27/2018	\$2.31	\$2.31	11/9/2018	\$1.65	\$1.70
9/28/2018	\$1.76	\$2.04	11/12/2018	\$1.57	\$1.70
10/1/2018	\$1.56	\$1.88	11/13/2018	\$1.56	\$1.69
10/2/2018	\$1.71	\$1.84	11/14/2018	\$1.51	\$1.69
10/3/2018	\$1.82	\$1.83	11/15/2018	\$1.57	\$1.68
10/4/2018	\$1.76	\$1.82	11/16/2018	\$1.59	\$1.68
10/5/2018	\$1.83	\$1.82	11/19/2018	\$1.54	\$1.68
10/8/2018	\$1.84	\$1.82	11/20/2018	\$1.52	\$1.67
10/9/2018	\$1.73	\$1.81	11/21/2018	\$1.58	\$1.67
10/10/2018	\$1.72	\$1.80	11/23/2018	\$1.53	\$1.67
10/11/2018	\$1.66	\$1.79	11/26/2018	\$1.53	\$1.66
10/12/2018	\$1.69	\$1.78	11/27/2018	\$1.48	\$1.66
10/15/2018	\$1.66	\$1.77	11/28/2018	\$1.55	\$1.66
10/16/2018	\$1.84	\$1.78	11/29/2018	\$1.55	\$1.66
10/17/2018	\$1.76	\$1.78	11/30/2018	\$1.61	\$1.65
10/18/2018	\$1.71	\$1.77	12/3/2018	\$1.62	\$1.65
10/19/2018	\$1.67	\$1.77	12/4/2018	\$1.50	\$1.65
10/22/2018	\$1.64	\$1.76	12/6/2018	\$1.55	\$1.65
10/23/2018	\$1.64	\$1.75	12/7/2018	\$1.49	\$1.65
10/24/2018	\$1.51	\$1.74	12/10/2018	\$1.41	\$1.64
10/25/2018	\$1.56	\$1.73	12/11/2018	\$1.40	\$1.64
10/26/2018	\$1.52	\$1.72	12/12/2018	\$1.45	\$1.63
10/29/2018	\$1.48	\$1.71	12/13/2018	\$1.39	\$1.63
10/30/2018	\$1.50	\$1.70	12/14/2018	\$1.36	\$1.62
10/31/2018	\$1.53	\$1.70	12/17/2018	\$1.19	\$1.62
11/1/2018	\$1.85	\$1.70	12/18/2018	\$1.16	\$1.61
11/2/2018	\$1.67	\$1.70	12/19/2018	\$1.08	\$1.60
11/5/2018	\$1.77	\$1.70	12/20/2018	\$1.03	\$1.59



Date	Closing Price	Average Closing Price Between September 27, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between September 27, 2018 and Date Shown
11/6/2018	\$1.65	\$1.70	12/21/2018	\$0.98	\$1.58
11/7/2018	\$1.72	\$1.70	12/24/2018	\$0.99	\$1.57
11/8/2018	\$1.68	\$1.70			

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

73. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Class, nor has it been paid for its litigation expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 18% of the Settlement Fund, or \$4.32 million, plus interest. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses in an amount not to exceed \$1,140,000. Lead Counsel will file its motion for attorneys' fees and expenses by \_\_\_\_\_. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid solely from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. Similarly, Lead Plaintiffs may each apply for a service award, subject to Court approval. Lead Plaintiff Julia Junge may seek up to \$10,000, and Lead Plaintiff Richard Junge may seek up to \$2,500.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE CLASS?  
HOW DO I EXCLUDE MYSELF?**

74. Each Class Member will be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such person or entity mails by First-Class U.S. Mail a written request for exclusion addressed to: *Geron Securities Litigation*, EXCLUSIONS, c/o Epiq Class Action & Claims Solutions at P.O. Box 4574, Portland, OR 97208-4574. The request for exclusion must be **postmarked by no later than \_\_\_\_\_ at midnight Pacific Time**. Class Members may also submit their exclusion request **online** by no later than \_\_\_\_\_ at midnight Pacific Time to the Claims Administrator at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). You will not be able to exclude yourself from the Class after \_\_\_\_.

75. You do not need to request exclusion from the Class again if you previously submitted a request for exclusion in response to the Original Class Notice (which was initially distributed in May 2022). A list of persons and entities who previously requested exclusion from the Class in response to the Original Class Notices is available at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).

76. Each request for exclusion must: (i) state the name, address, telephone number and e-mail address (if e-mail address is available) of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity requests exclusion from *Julia Junge and Richard Junge v. Geron Corp. and John A. Scarlett*, Case No. 20-cv-00547-WHA (N.D. Cal.); (iii) state whether the shares owned by the person requesting exclusion were owned in street name and, if so, by whom; (iv) and provides documents sufficient to prove membership in the Class, including documents showing the number of shares of publicly-traded Geron common stock that the person or entity requesting

exclusion (A) owned as of the opening of trading on March 19, 2018, and (B) purchased and/or sold during the Class Period (*i.e.*, from March 19, 2018, to September 26, 2018, inclusive). Documentation establishing membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the broker for the person or entity requesting exclusion and containing the transactional and holding information found in a broker confirmation slip or account statement; and (v) the exclusion request must be signed by the person or entity requesting exclusion or an authorized representative.

77. A request for exclusion shall not be valid and effective unless it provides all the information called for in ¶76 and is sent in the manner and within the time stated above, or is otherwise accepted by the Court.

78. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claims against any of the Defendants' Released Parties. Excluding yourself from the Class is the only option that allows you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Released Parties concerning the Released Plaintiffs' Claims. Please note: If you decide to exclude yourself from the Class, Defendants and Defendants' Released Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

79. If you ask to be excluded from the Class, you will not be eligible to receive any payment out of the Net Settlement Fund and you will not be able to submit an objection to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and expenses or payment of service awards to the Lead Plaintiffs.

80. Lead Plaintiffs and Defendants have entered into a confidential Supplemental Agreement, which gives Defendants the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO  
APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING?  
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

81. **Class Members do not need to attend the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Fairness Hearing.**

82. **Please Note:** The date and time of the Settlement Fairness Hearing may change without further written notice to the Class. In addition, the Court may decide to conduct the Settlement Fairness Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Fairness Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com), before making any plans to attend the Settlement Fairness Hearing. Any updates regarding the hearing, including any changes to the date or time of the hearing or updates regarding in person or telephonic appearances at the hearing, will be posted to the Settlement website, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). Also, if the Court requires or allows Class Members to participate in**

**the Settlement Fairness Hearing by telephone or video conference, the information needed to access the conference will be posted to [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com).**

83. The Settlement Fairness Hearing will be held on \_\_\_\_\_, 2023 at \_\_\_\_\_.m. Pacific time, before the Honorable William Alsup either in person at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 12 – 19<sup>th</sup> Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or by telephone or videoconference (in the discretion of the Court). At the hearing, the Court will determine, among other things, (i) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (ii) whether the Action should be dismissed with prejudice against Defendants and the Releases specified and described in the Stipulation (and in this Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; (iv) whether Lead Counsel’s motion for attorneys’ fees and Litigation Expenses should be approved and service awards should be paid to Lead Plaintiffs; and (v) any other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the Plan of Allocation, and Lead Counsel’s motion for attorneys’ fees and Litigation Expenses and service awards to Lead Plaintiffs; and/or consider any other matter related to the Settlement at or after the Settlement Fairness Hearing without further notice to the members of the Class.

84. Any Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses and service awards to Lead Plaintiffs. Objections must be in writing. To object, the Court must receive your written objection, together with copies of all other papers and briefs supporting the objection, **by no later than \_\_\_\_\_ at midnight Pacific Time (the “Objection Deadline”)**. You have three options (“Filing Options”) to meet the Objection Deadline, you may file the objections electronically on the docket for the Action, you may visit any location of the Court during business hours of the Clerk’s Office to file the objections (the hours and locations are available at <https://cand.uscourts.gov>), or you may mail (postmarked by the Objection Deadline) a copy of the objections to the Clerk’s Office at the United States District Court for the Northern District of California at this address:

**Clerk’s Office**

United States District Court Northern District of California  
Class Action Clerk  
Phillip Burton Federal Building &  
U.S. Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102

85. Any objection must (i) identify the case name and docket number, *Julia Junge and Richard Junge v. Geron Corp. and John A. Scarlett*, Case No. 20-cv-00547-WHA (N.D. Cal.); (ii) state the name, address, telephone number and e-mail address (if e-mail address is available) of the person or entity objecting and must be signed by the objector; (iii) state whether the objector is represented by counsel and, if so, the name, address, and telephone number of the objector’s counsel; (iv) contain a statement of the Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court’s attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (v) include documents sufficient to prove membership in the Class, including documents showing the number of shares of publicly-traded Geron common stock that the

objector (A) owned as of the opening of trading on March 19, 2018 and (B) purchased and/or sold during the Class Period (*i.e.*, from March 19, 2018, to September 26, 2018, inclusive). Documentation establishing membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

86. Lead Plaintiffs and Lead Counsel will file their detailed motion papers in support of final approval of the Settlement and approval of attorneys' fees and Litigation Expenses and service awards for the Lead Plaintiffs on \_\_\_\_\_. Those papers will be made available on [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com) if you wish to review them before submitting an objection.

87. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses and for service awards for Lead Plaintiffs if you previously excluded yourself or now exclude yourself from the Class or if you are not a member of the Class.

88. If you submit an objection, you will still be bound by the Court's orders in the Action even if the Court overrules your objection. You may submit a Claim Form and be eligible to receive a payment in the Settlement even if you submit an objection.

89. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first file a written objection in accordance with the procedures described above, unless the Court orders otherwise.

90. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses, assuming you timely file a written objection as described above, you must also file a notice of appearance, which may be done under any of the three Filing Options listed for filing the objections set forth in ¶84 above so that it is filed and/or postmarked **on or before \_\_\_\_\_ at midnight Pacific Time**. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. It is within the Court's discretion to allow appearances at the Settlement Fairness Hearing either in person or by telephone or videoconference, with or without the filing of written objections.

91. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court so that the notice is ***filed and/or postmarked on or before \_\_\_\_\_ at midnight Pacific Time***.

92. The Settlement Fairness Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the hearing, you should confirm the date and time with Lead Counsel.

93. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Settlement Fairness Hearing or take any other action to indicate their approval.

**WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

94. If you previously provided the names and addresses of persons on whose behalf you purchased Geron common stock during the period from March 19, 2018, to September 26, 2018, inclusive, in connection with the Original Class Notice (disseminated in or around May 2022), and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time. The Claims Administrator will mail a copy of this Settlement Notice and the Claim Form (the "Settlement Notice Packet") to the beneficial owners whose names and addresses were previously provided in connection with the Class Notices.

95. If you elected to mail the Original Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Settlement Notice Packets to you to send to the beneficial owners. You must mail the Settlement Notice Packets to the beneficial owners no later than \_\_\_\_\_.

96. If you have additional name and address information, if the name and address information of certain of your beneficial owners has changed, or if you need additional copies of the Settlement Notice Packet, or have not already provided information regarding persons on whose behalf you purchased Geron common stock during the period from March 19, 2018, to September 26, 2018, inclusive, in connection with the Original Class Notice, then, the Court has ordered that you must, by \_\_\_\_\_, either: (i) send a list of the names and addresses of such beneficial owners to the Claims Administrator at Geron Securities Litigation, c/o Geron Securities Litigation, c/o Epiq Class Action & Claims Solutions at P.O. Box 4574, Portland, OR 97208-4574, in which event the Claims Administrator shall promptly mail the Settlement Notice Packet to such beneficial owners; or (ii) request from Epiq sufficient copies of the Settlement Notice Packet to forward to all such beneficial owners, which you must then mail to the beneficial owners no later than seven (7) calendar days after receipt, and no later than \_\_\_\_\_. As stated above, if you have already provided this information in connection with the Original Class Notice, unless that information has changed (e.g., the beneficial owner has changed address), it is unnecessary to provide such information again.

97. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the Settlement website, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com), by calling the Claims Administrator toll-free at 1-844-754-5537, or by emailing the Claims Administrator at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com).

**CAN I SEE THE COURT FILE?  
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

98. This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the Settlement or to obtain additional information, you may find the Stipulation and other relevant documents at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com), by contacting Lead Counsel at the address below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United

States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please note, when searching on PACER, the Action originally was named *Tollen v. Geron Corp., et al.*, Case No. 3-20-cv-00547-WHA, as that may assist in your search. Lead Counsel will post the Settlement Notice and Claim Form on [www.kaplanfox.com](http://www.kaplanfox.com) through the date of the Settlement Fairness Hearing.

All inquiries concerning this Notice and the Claim Form should be directed to:

*Geron Securities Litigation*  
c/o Epiq Class Action & Claims Solutions  
P.O. Box 4574  
Portland, OR 97208-4574  
[Info@GeronSecuritiesLitigation.com](mailto:Info@GeronSecuritiesLitigation.com)  
1-844-754-5537

Laurence D. King, Esq.  
**KAPLAN FOX & KILSHEIMER LLP**  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
1-800-290-1952  
[lking@kaplanfox.com](mailto:lking@kaplanfox.com)

Jeffrey P. Campisi, Esq.  
**KAPLAN FOX & KILSHEIMER LLP**  
850 Third Avenue, 14<sup>th</sup> Floor  
New York, NY 10022  
1-800-290-1952  
[jcampisi@kaplanfox.com](mailto:jcampisi@kaplanfox.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. BY ORDER OF THE COURT:**

Dated:

By Order of the Court  
United States District Court  
Northern District of California

# EXHIBIT A-2

*Geron Securities Litigation*  
Toll-Free Number: 1-844-754-5537  
Email: [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com)  
Website: [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com)

## **PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive money from the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by First-Class Mail to the address below, or submit it online at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com), with supporting documentation, **postmarked if mailed (or if submitted online, received by the Claims Administrator) by no later than midnight Pacific Time on \_\_\_\_\_**. You may submit your Claim Form any time before the deadline.

### **Mail to:**

*Geron Securities Litigation*  
c/o Epiq Class Action & Claims Solutions  
P.O. Box 4574  
Portland, OR 97208-4574  
1-844-754-5537

Failure to submit your Claim Form by the deadline will subject your claim to rejection and may preclude you from being eligible to receive a payment from the Settlement.

**Do not mail or deliver your Claim Form to the Court, Lead Counsel, Defendants’ Counsel, or any of the Parties to the Action. Submit your Claim Form only to the Claims Administrator (Epiq Class Action & Claims Solutions) at the address (or website address online) set forth above.**

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**PART I – CLAIMANT INFORMATION**

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner’s Name

First Name

Last Name

Joint Beneficial Owner’s Name (if applicable)

First Name

Last Name

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include “IRA” in the “Last Name” box above (e.g., Jones IRA).

Entity Name (if the Beneficial Owner is not an individual)

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address

City

State/Province

Zip Code

Foreign Postal Code (if applicable)

Foreign Country (if applicable)

Telephone Number (Day)

Telephone Number (Evening)

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim)

**Type of Beneficial Owner:**

Specify one of the following:

- |  |                                      |   |  |
|--|--------------------------------------|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Corporation | <input type="checkbox"/> UGMA Custodian | <input type="checkbox"/> IRA                     |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate      | <input type="checkbox"/> Trust          | <input type="checkbox"/> Other (describe: _____) |

**PART II – SCHEDULE OF TRANSACTIONS IN GERON COMMON STOCK**

Please provide the requested information on your holdings and trading of Geron common stock. During the Class Period, Geron common stock traded on the Nasdaq under the symbol GERN, CUSIP: 374163103. Please include proper documentation with your Claim Form as described in the Instructions, ¶¶4 & 13 on pages 6-7 below.

<b>1. HOLDINGS AS OF MARCH 19, 2018</b> – State the total number of shares of Geron common stock held as of the opening of trading on March 19, 2018. (Must be documented.) If none, write “zero” or “0.”			
<input style="width: 100%; height: 100%;" type="text"/>			
<b>2. PURCHASES FROM MARCH 19, 2018, THROUGH SEPTEMBER 26, 2018</b> – Separately list each purchase of Geron common stock from after the opening of trading on March 19, 2018, through and including the close of trading on September 26, 2018. (Must be documented.)			
Date of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Confirm Proof of Purchase Enclosed
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
<b>3. PURCHASES FROM SEPTEMBER 27, 2018 THROUGH DECEMBER 24, 2018</b> – State the total number of shares of Geron common stock purchased from after the opening of trading on September 27, 2018, through the close of trading on December 24, 2018. If none, write “zero” or “0.”			
<input style="width: 100%; height: 100%;" type="text"/>			
<b>4. SALES FROM MARCH 19, 2018 THROUGH DECEMBER 24, 2018</b> – Separately list each sale of Geron common stock from after the opening of trading on March 19, 2018, through and including the close of trading on December 24, 2018. (Must be documented.)			<b>IF NONE, CHECK HERE</b> <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Confirm Proof of Sale Enclosed
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
/ /		\$	<input type="checkbox"/>
<b>5. HOLDINGS AS OF DECEMBER 24, 2018</b> – State the total number of shares of Geron common stock held as of the close of trading on December 24, 2018. (Must be documented.) If none, write “zero” or “0.”			Confirm Proof of Position Enclosed <input type="checkbox"/>
<input style="width: 100%; height: 100%;" type="text"/>			
<b>IF YOU NEED ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF THEIR SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX.</b>			
<input style="width: 50px; height: 100%;" type="checkbox"/>			

### PART III - RELEASE OF CLAIMS AND SIGNATURE

#### YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 5 OF THIS CLAIM FORM.

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all of the Released Plaintiffs' Claims against Defendants and Defendants' Released Parties, and shall forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any or all of the Released Plaintiffs' Claims against any of the Defendants' Released Parties. This release shall not apply to any of the Excluded Plaintiffs' Claims.

#### CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Settlement Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;

2. that the claimant(s) is a (are) Class Member(s), as defined in the Settlement Notice, and is (are) not excluded by definition from the Class as set forth in the Settlement Notice;

3. that the claimant(s) did not submit a request for exclusion from the Class;

4. that I (we) own(ed) the Geron common stock identified in the Claim Form and have not assigned the claim against any of the Defendants or Defendants' Released Parties to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;

5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Geron common stock and knows (know) of no other person having done so on the claimant's (claimants') behalf;

6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;

7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this claim, and waives any right of appeal or review with respect to such determination;

9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

---

Signature of claimant

Date

---

Print claimant name here

---

Signature of joint claimant, if any

Date

---

Print joint claimant name here

***If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

---

Signature of person signing on behalf of claimant

Date

---

Print name of person signing on behalf of claimant

---

Print name of person signing on behalf of claimant

---

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶7 on page 7 of this Claim Form.)

## INSTRUCTIONS AND CHECKLIST

1. **Submission of this Claim Form does not guarantee that you will be eligible to receive a payment from the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Settlement Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

2. Use the Schedule of Transactions on page 3 of this Claim Form to supply all required details of your transaction(s) in, and holdings of, common stock of Geron Corporation (“Geron”). On this schedule, provide all of the requested information with respect to your holdings, purchases, and sales of Geron common stock (including free transfers and deliveries), whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

3. **Please note:** Only publicly traded Geron common stock purchased during the Class Period (*i.e.*, from March 19, 2018, through September 26, 2018, inclusive) is eligible to receive a payment under the Settlement. However, sales of Geron common stock during the period from September 27, 2018, through and including the close of trading on December 24, 2018, will be used for purposes of calculating your claim under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance your claim, the requested purchase and sale information during this period must also be provided.

4. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Geron common stock as set forth in the Schedule of Transactions on page 3 of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Geron common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

5. Use Part I of this Claim Form entitled “CLAIMANT INFORMATION” to identify the beneficial owner(s) of the Geron common stock. The complete name(s) of the beneficial owner(s) must be entered. If there were joint beneficial owners, each must sign this Claim Form and their names must appear as “Claimants” in Part I of this Claim Form.

6. **If you purchased Geron common stock in more than one account, a Claim should be submitted for each account.** Separate Claim Forms should be submitted for each account or separate legal entity (*e.g.*, an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual’s name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Geron common stock made on behalf of a single beneficial owner.

7. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;

- (b) identify the name, account number, last four digits of the Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Geron common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

8. By submitting a signed Claim Form, you will be swearing that you:

- (a) owned the Geron common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof

9. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

10. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

11. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

12. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Settlement Notice, you may contact the Claims Administrator, Epiq, at the above address, by email at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com), or by toll-free phone at 1-844-754-5537, or you can visit the Settlement website, [www.GeornSecuritiesLitigation.com](http://www.GeornSecuritiesLitigation.com), where copies of the Claim Form and Settlement Notice are available for downloading.

13. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the **mandatory** electronic filing requirements and file layout, you may visit the Settlement website at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com) or you may email the Claims Administrator's electronic filing department at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com). **Any file not in accordance with the required electronic filing format will be subject to rejection.** The **complete** name of the beneficial owner of the securities must be entered where called for (see ¶5 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com) to inquire about your file and confirm it was received.**

**IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM WITHIN 60 DAYS OF YOUR SUBMISSION. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CONTACT THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-844-754-5537.**

**REMINDER CHECKLIST**

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days of your submission. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-844-754-5537.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com), or by toll-free phone at 1-844-754-5537, or you may visit [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). DO NOT call Geron or its counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL OR SUBMITTED ONLINE AT [WWW.GERONSECURITIESLITIGATION.COM](http://WWW.GERONSECURITIESLITIGATION.COM), **POSTMARKED (OR RECEIVED) BY NO LATER THAN MIDNIGHT PACIFIC TIME ON \_\_\_\_\_**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

*Geron Securities Litigation*  
c/o Epiq Class Action & Claims Solutions  
P.O. Box 4574  
Portland, OR 97208-4574  
1-844-754-5537

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date before the deadline is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when received online by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.



# EXHIBIT A-3

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JULIA JUNGE and RICHARD JUNGE, on  
behalf of themselves and a class of similarly  
situated investors,

Plaintiffs,

v.

GERON CORPORATION and JOHN A.  
SCARLETT,

Defendants.

Case No.: 3:20-cv-00547-WHA

(Consolidated with Case  
No. 3:20-cv-01163-WHA)

(Related Cases:  
No. 3:20-cv-02823-WHA  
No. 3:22-mc-80051-WHA)

**SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF  
ALLOCATION; (II) SETTLEMENT FAIRNESS HEARING; AND  
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES AND SERVICE  
AWARDS TO LEAD PLAINTIFFS**

**To: All persons who purchased Geron Corporation (“Geron”) common stock during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”), and who were damaged thereby (the “Class”).<sup>1</sup>**

**PLEASE READ THIS NOTICE CAREFULLY, YOUR RIGHTS WILL BE AFFECTED BY THE  
SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California, that the Court-appointed Lead Plaintiffs and Class Representatives, Julia Junge and Richard Junge, on behalf of themselves and the Court-certified Class in the above-captioned securities class action (the “Action”), have reached a proposed settlement of the Action with defendants Geron Corporation (“Geron”) and John A. Scarlett (“Scarlett”, and together with Geron, the “Defendants”) for \$24,000,000 (\$17,000,000 in cash, and \$7,000,000 in Settlement Stock and/or cash, at Geron’s option).<sup>2</sup> If the Settlement is approved by the Court, it will resolve and dismiss with prejudice all claims in the Action.

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<sup>1</sup> Certain persons and entities are excluded from the Class by definition and others are excluded pursuant to request. The full definition of the Class, including a complete description of who is excluded from the Class, is set forth in the Settlement Notice referred to herein.

<sup>2</sup> No Settlement Stock will be issued to Class Members. Rather, Settlement Stock will be sold and the proceeds maintained as part of the Settlement Fund for distribution as ordered by the Court.

A Settlement Fairness Hearing will be held on \_\_\_\_\_ 2023 at \_\_\_:00 .m. Pacific Time, before the Honorable William Alsup, either in person at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 12 - 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, or by telephone or videoconference (in the discretion of the Court) to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and Agreement of Settlement (“Stipulation”) dated September \_\_\_\_, 2022 should be granted<sup>3</sup>; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel’s application for an award of attorneys’ fees and payment of Litigation Expenses should be approved, as well as the application for service awards to the Lead Plaintiffs.

Lead Counsel Kaplan Fox & Kilsheimer LLP (also serving as Court-appointed Class Counsel), has been prosecuting the Action on a wholly contingent basis, has not received any payment of attorneys’ fees for their representation of the Class and have advanced the funds to pay Litigation Expenses necessarily incurred to prosecute the Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 18% of the Settlement Fund, or \$4.32 million, plus interest. In addition, Lead Counsel will apply for payment of Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$1,140,000. Lead Counsel will also apply for up to \$12,500 in total service award payments for the Lead Plaintiffs. Any fees, Litigation Expenses and/or service awards approved by the Court will be paid solely from the Settlement Fund. Class Members are not personally liable for any such fees, Litigation Expenses or service awards. The estimated average cost for such fees, awards and expenses, if the Court approves Lead Counsel’s fee and expense application, including the service awards to the Lead Plaintiffs, is \$0.04 per affected share. Based on Lead Plaintiffs’ damages expert’s estimate of the number of shares of Geron common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, Litigation Expenses, awards and costs as described herein) is \$0.17 per affected share.

**If you purchased Geron common stock during the Class Period and are a member of the Class, your rights will be affected by the pending Settlement of the Action, and you may be entitled to a payment from the Net Settlement Fund.** If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses and Service Awards to Lead Plaintiffs (the “Settlement Notice”) and the Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at Geron Securities Litigation, c/o Epiq Class Action & Claims Solutions, P.O. Box 4574, Portland, OR 97208-4574, 1-844-754-5537, or at [info@GeronSecuritiesLitigation.com](mailto:info@GeronSecuritiesLitigation.com). Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com). The Settlement Notice and Claim Form may also be viewed on [www.kaplanfox.com](http://www.kaplanfox.com) through the date of the Settlement Fairness Hearing.

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form either *online to the Claims Administrator at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com)* or *send it by First-Class U.S. mail (and if mailed, postmarked) by*

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<sup>3</sup> All capitalized terms herein have the same meaning as set forth in the Stipulation.

**no later than midnight Pacific Time on \_\_\_\_\_, in accordance with the instructions** set forth in the Settlement Notice. If you are a Class Member and do not submit a Claim Form with all required information and supporting documentation, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action, including the Releases specified and described in the Stipulation and Settlement Notice.

If you are a member of the Class and wish to exclude yourself from the Class, you must submit a request for exclusion and submit it either **online to the Claims Administrator at [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com) or send it by First-Class U.S. mail (and if mailed, postmarked) by no later than \_\_\_\_\_ at midnight Pacific Time, in accordance with the instructions** set forth in the Settlement Notice, unless you have previously submitted a request for exclusion in response to the Original Class Notice. If you properly exclude yourself from the Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement or to object to the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's application for attorneys' fees and payment of Litigation Expenses or service awards to Lead Plaintiffs, must be received by the Court no later than \_\_\_\_\_ **at midnight Pacific Time (the "Objection Deadline")**, in accordance with the instructions set forth in the Settlement Notice (which notice provides options available at the Court for Class Members to file the objections electronically on the docket for the Action by the Objection Deadline, to visit locations of the Court to file the objections by the Objection Deadline, or to mail the objections to a designated contact point and address at the Court, with the mailing postmarked by the Objection Deadline

**Please do not contact the Court, the Clerk's office, Defendants, or Defendants' Counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Class Counsel.**

**Please note that the Court may change the date and time of the Settlement Fairness Hearing without further notice to the Class, and Class Members should check [www.GeronSecuritiesLitigation.com](http://www.GeronSecuritiesLitigation.com) or the Court's PACER website to confirm that the hearing date has not been changed. Information and further guidance on how to access the Court's case docket or PACER is contained in the Settlement Notice. You may also visit Judge Alsup's webpage on the Northern District of California website at <https://www.cand.uscourts.gov/judges/alsup-william-wha/>, where there is a link to view the schedule for upcoming hearings and other information.**

Requests for the Settlement Notice and Claim Form should be made to:

*Geron Securities Litigation*  
c/o Epiq Class Action & Claims Solutions  
P.O. Box 4574  
Portland, OR 97208-4574  
1-844-754-5537

Inquiries, other than requests for the Settlement Notice and Claim Form should be made to Lead/Class Counsel:

Laurence D. King, Esq.  
**KAPLAN FOX & KILSHEIMER LLP**  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
1-800-290-1952  
[lking@kaplanfox.com](mailto:lking@kaplanfox.com)

Jeffrey P. Campisi, Esq.  
**KAPLAN FOX & KILSHEIMER LLP**  
850 Third Avenue, 14<sup>th</sup> Floor  
New York, NY 10022  
1-800-290-1952  
[jcampisi@kaplanfox.com](mailto:jcampisi@kaplanfox.com)

By Order of the Court  
United States District Court  
Northern District of California

# EXHIBIT B

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

JULIA JUNGE and RICHARD JUNGE, on behalf of themselves and a class of similarly situated investors,

Plaintiffs,

v.

GERON CORPORATION and JOHN A. SCARLETT,

Defendants.

Case No. 3:20-cv-00547-WHA (DMR)

Class Action

(Consolidated with Case No. 3:20-cv-01163-WHA)

(Related to Case No. 3:20-cv-02823-WHA; 3:22-mc-80051-WHA)

**[PROPOSED] JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

WHEREAS, a consolidated securities class action is pending in this Court captioned *Julia Junge and Richard Junge v. Geron Corporation and John A. Scarlett*, Case No. 3:20-cv-00547-WHA (the “Action”)<sup>1</sup>;

WHEREAS, by Order dated April 2, 2022, the Court certified the Action to proceed as a class action on behalf of all persons who purchased Geron Corporation (“Geron”) common stock during the period from March 19, 2018, to September 26, 2018, inclusive (the “Class Period”), and who were damaged thereby,<sup>2</sup> appointed Lead Plaintiffs Julia Junge and Richard Junge as Class Representatives for the Class, and appointed Lead Counsel Kaplan Fox & Kilsheimer LLP (“Kaplan Fox”) as Class Counsel for the Class;

WHEREAS, by Order dated May 3, 2022, the Court approved the proposed form and content of the Original Class Notice to be disseminated to the Class Members to notify them of, among other

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<sup>1</sup> The Court’s docket reflects the case name as *Tollen v. Geron Corp. et al*, Case No. 3:20-cv-00547-WHA, which was amended by Lead Plaintiffs. ECF Nos. 92, 103.

<sup>2</sup> Excluded from the Class by definition are the Defendants, directors and officers of Geron, and their families and affiliates. Also excluded from the Class are: (i) the persons and entities who excluded themselves by submitting a request for exclusion from the Class by July 22, 2022, or whose late notice to be excluded from the Class has been accepted by the Court, in connection with the Original Class Notice (as set forth on Appendix 1 to the Stipulation); and (ii) any persons or entities who exclude themselves by submitting a request for exclusion in connection with the Settlement Notice.

1 things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to  
2 proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from  
3 the Class by July 22, 2022, the effect of remaining in the Class or requesting exclusion, and the  
4 requirements for requesting exclusion;

5 WHEREAS, the Original Class Notice was mailed beginning on May 23, 2022, to all  
6 potential Class Members who could be identified through reasonable effort, resulting in the mailing  
7 of over 116,079 copies of the Original Class Notice, and 74 requests for exclusion representing  
8 81 individuals were reported as received by Epiq Class Action and Claims Solutions, Inc. at the time  
9 of entry of the Stipulation;

10 WHEREAS, (a) Julia Junge and Richard Junge (“Lead Plaintiffs” and “Class  
11 Representatives”), on behalf of themselves and the Class; and (b) defendants Geron and Dr. John A.  
12 Scarlett (“Dr. Scarlett,” and together with Geron, “Defendants,” and together with Lead Plaintiffs,  
13 the “Parties”) have entered into a Stipulation and Agreement of Settlement dated September 2, 2022  
14 (the “Stipulation”) that provides for a complete dismissal with prejudice of the claims asserted  
15 against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to  
16 the approval of this Court (the “Settlement”);

17 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall  
18 have the same meaning as they have in the Stipulation;

19 WHEREAS, by Order dated \_\_\_\_\_, 2022 (the “Preliminary Approval Order”), this  
20 Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement  
21 be provided to Class Members; and (c) scheduled a hearing regarding final approval of the  
22 Settlement;

23 WHEREAS, due and adequate notice has been given to the Class;

24 WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2023 (the “Settlement  
25 Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the  
26 Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; and  
27 (b) whether a judgment should be entered dismissing the Action with prejudice as against the  
28 Defendants; and



1 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
2 proceedings held herein in connection with the Settlement, all oral and written comments received  
3 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

5 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and  
6 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each  
7 of the Class Members.

8 2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes  
9 a part hereof: (a) the Stipulation filed with the Court on September 2, 2022; and (b) the Settlement  
10 Notice and the Summary Settlement Notice.

11 3. **Notice** – The Court finds that the dissemination of the Settlement Notice and the  
12 publication of the Summary Settlement Notice: (a) were implemented in accordance with the  
13 Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances;  
14 (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class  
15 Members of (i) the effect of the proposed Settlement (including the Releases to be provided  
16 thereunder); (ii) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of  
17 Litigation Expenses; (iii) their right to object to any aspect of the Settlement, the Plan of Allocation,  
18 and/or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses; and  
19 (iv) their right to appear at the Settlement Fairness Hearing; (d) constituted due, adequate, and  
20 sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and  
21 (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States  
22 Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of  
23 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

24 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in  
25 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally  
26 approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the  
27 amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the  
28 claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects,

1 fair, reasonable, and adequate to the Class. The Parties are directed to implement, perform, and  
2 consummate the Settlement in accordance with the terms and provisions contained in the  
3 Stipulation.

4 5. The Action and all of the claims asserted against Defendants in the Action by Lead  
5 Plaintiffs and the other Class Members are hereby dismissed with prejudice. The Parties shall bear  
6 their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7 6. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever  
8 binding on Defendants, Lead Plaintiffs and all other Class Members (regardless of whether or not  
9 any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net  
10 Settlement Fund), as well as their respective successors and assigns. A list of potential Class  
11 Members requesting exclusion is set forth in Appendix 1 hereto.

12 7. **Releases** – The Releases set forth in paragraphs 4 and 5 of the Stipulation, together  
13 with the defined terms contained in the Stipulation, are expressly incorporated herein in all respects.  
14 The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

15 (a) Without further action by anyone, and subject to paragraph 8 below, upon the  
16 Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of  
17 themselves, shall be deemed to have, and by operation of law and of this Judgment shall have, fully,  
18 finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged  
19 any and all of the Released Plaintiffs' Claims against Defendants and Defendants' Released Parties,  
20 whether or not such Class Member executes and delivers a Claim or objects to the Settlement, and  
21 shall forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to  
22 prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or  
23 administrative forum, asserting any or all of the Released Plaintiffs' Claims against any of the  
24 Defendants' Released Parties. This Release shall not apply to any of the Excluded Plaintiffs' Claims  
25 (as that term is defined in paragraph 1(qq) of the Stipulation).

26 (b) Without further action by anyone, and subject to paragraph 8 below, upon the  
27 Effective Date of the Settlement, Defendants, on behalf of themselves, and their Related Parties,  
28 shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and

1 forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all  
2 Released Defendants' Claims against Lead Plaintiffs and Plaintiffs' Released Parties, and shall  
3 forever be barred and enjoined from prosecuting, commencing, instituting, or continuing to  
4 prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or  
5 administrative forum, asserting any or all of the Released Defendants' Claims against any of the  
6 Plaintiffs' Released Parties. This Release shall not apply to any of the Excluded Defendants' Claims  
7 (as that term is defined in paragraph 1(pp) of the Stipulation).

8 (c) No person or entity shall have any claim against Lead Plaintiffs, Lead  
9 Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants'  
10 Released Parties and/or their respective counsel, arising from distributions made substantially in  
11 accordance with the Stipulation, the Plan of Allocation approved by the Court, or any order of the  
12 Court. Lead Plaintiffs and Defendants, and their respective counsel, and all other Releasees shall  
13 have no liability whatsoever for the acceptance, holding and/or sale of the Settlement Stock, the  
14 investment or distribution of the Settlement Fund (of which the Settlement Stock or its liquidated  
15 value is a part) or the Net Settlement Fund, the Plan of Allocation, or the determination,  
16 administration, calculation, or payment of any claim or nonperformance of the Claims  
17 Administrator, the payment or withholding of taxes (including interest and penalties) owed by the  
18 Settlement Fund, or any losses incurred in connection therewith.

19 8. Notwithstanding paragraphs 7(a) – (c) above, nothing in this Judgment shall bar any  
20 action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

21 9. **Rule 11 Findings** – The Court finds and concludes that the Parties and their  
22 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal  
23 Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of  
24 the Action.

25 10. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation (whether  
26 or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or  
27 any other Plan of Allocation that may be approved by the Court), the negotiations leading to the  
28 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in

1 connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any  
2 arguments proffered in connection therewith):

3 (a) shall be offered against any of the Defendants' Released Parties as evidence  
4 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any  
5 of the Defendants' Released Parties with respect to the truth of any fact alleged by Lead Plaintiffs  
6 or the validity of any claim that was or could have been asserted or the deficiency of any defense  
7 that has been or could have been asserted in this Action or in any other litigation, or of any liability,  
8 negligence, fault, or other wrongdoing of any kind of any of the Defendants' Released Parties or in  
9 any way referred to for any other reason as against any of the Defendants' Released Parties, in any  
10 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than  
11 such proceedings as may be necessary to effectuate the provisions of the Stipulation;

12 (b) shall be offered against any of the Plaintiffs' Released Parties, as evidence  
13 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any  
14 of the Plaintiffs' Released Parties that any of their claims are without merit, that any of the  
15 Defendants' Released Parties had meritorious defenses, or that damages recoverable under the  
16 Amended Complaint would not have exceeded the Settlement Amount or with respect to any  
17 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason  
18 as against any of the Plaintiffs' Released Parties, in any arbitration proceeding or other civil,  
19 criminal, or administrative action or proceeding, other than such proceedings as may be necessary  
20 to effectuate the provisions of the Stipulation; or shall be construed against any of the Releasees as  
21 an admission, concession, or presumption that the consideration to be given under the Settlement  
22 represents the amount that could be or would have been recovered after trial;

23 (c) provided, however, that the Parties and the Releasees and their respective  
24 counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability  
25 granted hereunder and thereunder or otherwise to enforce the terms of the Settlement. Defendants'  
26 Released Parties may file the Stipulation and/or this Judgment in any other action that may be  
27 brought against them in order to support a defense or counterclaim based on principles of res  
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1 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory  
2 of claim preclusion or issue preclusion or similar defense or counterclaim.

3 11. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any  
4 way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the  
5 administration, interpretation, implementation, and enforcement of the Settlement; (b) the  
6 disposition of the Settlement Fund; (c) any motion for an award of attorneys’ fees and/or Litigation  
7 Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion  
8 to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the  
9 Class Members for all matters relating to the Action.

10 12. Separate orders shall be entered regarding approval of a Plan of Allocation and the  
11 motion of Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses.  
12 Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay  
13 the Effective Date of the Settlement. In the event that Geron determines to pay any portion of the  
14 \$7 million balance of the total \$24 million Settlement Amount in Settlement Stock (due to be paid  
15 or transferred pursuant to the Stipulation within three business days of issuance of this Judgment),  
16 the Parties shall submit an accounting and report to the Court within fifteen days of issuance of this  
17 Judgment setting forth the number of shares and, to the extent less than the full \$7 million balance,  
18 the value of Settlement Stock transferred to the Settlement Fund, and the current status of sales and  
19 proceeds received into the Settlement Fund from such sales as of the date of the accounting and  
20 report, as well as an expected schedule for any remaining sales. Geron’s issuance of Settlement  
21 Stock to satisfy any portion of the \$7 million balance of the total \$24 million Settlement Amount is  
22 in express reliance on Rule 3(a)(10) of the Securities Act of 1933. The Stipulation does not permit  
23 issuance of the Settlement Stock to the members of the Class, but only to the Escrow Agent for  
24 subsequent sale and distribution of the proceeds, as ordered by the Court.

25 13. **Modification of the Agreement of Settlement** – Without further approval from the  
26 Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments  
27 or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that:  
28 (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of

1 Class Members in connection with the Settlement. Without further order of the Court, Lead  
2 Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of  
3 the Settlement.

4 14. **Termination of Settlement** – If the Settlement is terminated as provided in the  
5 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be  
6 vacated, rendered null and void, and be of no further force and effect, except as otherwise provided  
7 by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiffs, the  
8 other Class Members, and Defendants, and the Parties shall revert to their respective positions in  
9 the Action immediately prior to the execution of the Term Sheet on August 19, 2022, as provided  
10 in the Stipulation.

11 15. **Entry of Final Judgment** – There is no just reason to delay the entry of this  
12 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly  
13 directed to immediately enter this final judgment in this Action.

14

15 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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17 DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE

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**Appendix 1**  
**List of Exclusions**